

1906-008 Chancery Causes Adms. of W. C. Parsons vs. William R. Johnston & Co
Lee Co.

Folder 1212

Jessee, McLin, Day, Kilbourn, Russell, Johnson, Kilbourn,
McLin Kilbourn & Co., Cridlin, Pennington, Tritt, Newman

CA - Contract Dispute
T - Property

- Deed

To the Hon. Wm. F. Miller, Judge of the
Circuit Court for Lee County

Humbly Complaining, your
ors., J. C. Jesse and W. J. Russell
administrators of all and singular
the goods and chattels, rights and
credits, which were of M. C. Parsons
deceased, would respectfully re-
sult unto your honor that
heretofore, to wit, on the 18th day of
January, 1895, Wm. R. Johnston and
Sallie Johnston, executed, acknowledg-
ed and delivered to said M. C. Parsons
in his life time a deed of mort-
gage, wherein they conveyed to the
said Parsons seventeen head of work
cattle, eight head of which were
purchased by the said Johnstons
from George A. Hartshagen, two
head from G. A. Leiden, two head
from J. P. Skaggs, two head from
Alfred Johnson and three head from
the said M. C. Parsons; also eight
head of Mules, some of which the
said Johnstons purchased of J. L.
Dunnington, the other from Ananias
Robbins; also one log wagon & chains
six lumber wagons and chains; that
by the terms of said deed the said
Johnstons were indebted to the said
Parsons at the time it was executed
in the sum of \$900⁰⁰; that also
by the terms of said deed the said

Parsons bound himself to furnish to the said Wm R. Johnston supplies and advancements of such nature and kind and in such amounts as would enable the said Johnston to carry on & complete a logging and lumber contract which he was then engaged in for said Parsons, and which logging and lumber contract was to be completed in one year from Jan. 18th 1895, or as soon thereafter as practicable, which deed was recorded in the County Clerk's office of Lin County on the 21st day of January, 1895, as will be seen from an inspection of the same, & which deed is here filed "marked" "Mortgage" and prayed to be taken as a part of this bill of complaint.

Your orators will further show unto your honor that the logging and lumber contract spoken of in said Mortgage deed, was a contract which the said Johnston were doing for said Parsons on the track or parcel of land lying and being in this County in the Pocket country and known as the 1163 acre John L. Dunnington or Mallitt track of land; and as your orators are informed and alleges the said Parsons

was to allow his vendors of the lumber
coming from said land, (A. & N. L. Johnson)
to pay said ^{Wm} R. Johnston out of the
purchase price thereof the sum
of \$3⁰⁰ per thousand for cutting the
timber in the woods and hauling the
same to yards for sawing and \$1.75⁰⁰
per thousand feet for hauling the
lumber made from such timber
(lumber measure) from the saw yards
to the R.R. at Punnington Gap; and
the said Johnston was to make this
timber on the stump pay the said
Parsons at least \$4⁰⁰ per thousand
feet; that under this contract the
said Johnston logged and yarded
649,225^{feet}; and has hauled to the R.R.
at Punnington Gap 628992 feet of
lumber out of said logs; that the
said A. & N. L. Johnson have almost
if not fully paid to said ^{Wm} R. Johnston
for the logging & yarding of said timber
and for hauling the ~~same~~ the said lumber
to R.R. at Punnington Gap, perhaps
they will owe as much \$100⁰⁰; that
the said Parsons or his estate ought
to have gotten at least \$2796.90
out of said timber, whereas there has
been paid only \$1650.23, leaving a
balance of \$1146.67, and if the
said A. & N. L. Johnson should owe
\$200⁰⁰ this sum should be deducted from
the \$1146.67, that the said ^{Wm} R.

Johnston get over to the said estate
on said lumber contract for the stump-
age of said timber \$1146.67

Your orators will further
show unto your honor that on the
17th day of Feb., 1895, just one month
after the date of said deed, the said
M. L. Parsons departed this life
intestate; that your orators by the
County Court of La County was
granted letters of administration
upon the estate of said Parsons
and as such admin. took and
went into the possession of all
the personal estate of said Parsons;
That before the death of the said
Parsons he had himself by vir-
tue of said deed of trust advanced
to said Johnston a considerable
quantity of supplies in order to en-
able them to carry on said log and
lumber contract; and that since
his death, (the estate being bound
to do so, by said deed as your orators
were advised,) your orators for and
on the part of their decedent's estate
furnished the said ^{Thos} R. & Sallie
Johnston from the corn belonging
to said estate quite a quantity amounting
in the aggregate at 50¢ per bushel
to \$957.35

Your orators will further

show unto your honor that the said Mr. R. Johnston claims to have said logging and lumber contract completed, but your orators doubt it; and call on him for proof of that fact. They further allege and charge that "no part of said \$900⁰⁰ mentioned in said Mortgage was ever paid to the said Parsons in his lifetime or to ~~the~~ your said orators or either of them; that there is yet due from said Mr. R. & Lillian Johnston on the stumpage of said timber the sum of \$1146.67; and that there is still ~~and~~ due and unpaid to your orators as owners of said estate the sum of \$957.35 by virtue of the supplies furnished the said Johnston while they were carrying on this said log business, making a total indebtedness of \$3004.02

Your orators will further show unto your honor and charge that since the said Johnstons have completed, or claim to have completed said logging and lumber contract, they have in the last few days taken most of said ^{mentioned in said deed} property to Kentucky, Harlan Co. to do some logging there; that whether it is their intention to get said property out of this State your orators do not know, but said Johnstons themselves still live and reside in this State, con.

significantly your orators are advised
that the property in said Cattle, Mules
wagons and chains ~~are~~ follow the
persons of said Johnstons and by a
proper order from your Honor may be
required to return said Cattle, Mules
wagons and chains to this State. At
any rate some of said property is now
in this County & State. As will be
seen from ^{an} inspection of said
 deed of Mortgage it is provided
in effect that on default being
made in the payment of said
\$900⁰⁰ or in the payment of the
supplies that might be furnished
him thereunder, the said Johnstons
were to deliver the ~~same~~ same to
said Parsons to be sold; your orators
have made demand upon them for
said property, but but they fail
and refuse to deliver them or any
part of them.

Your orators will further
show unto your Honor that the
said ^{John} R. and Sallie Johnstons are
insolvent; that it is their intent
to keep said property as long as
possible and work and use it
and thereby get its benefits; that
they are wearing out said wagons & chains
and not caring very well for the
Mules and Cattle; that the business

they are now engaged in, is such that more or less endangers the life of said Mules and Cattle; in fact, your orators are informed that one of said Mules and one or two of said Cattle have already been killed, or at least are dead by reason of bad treatment.

Your orators will further show unto your honor that one John L. Pennington claims to have some kind of a specific lien on four of said Mules, but its nature, amount &c your orators are not fully advised; therefore your orators ask that said Pennington be required to discover ~~the~~ and disclose the nature of his lien, when and how obtained, and whether it has been properly registered, the amount thereof yet due him and on which of said Mules is his lien.

Your orator will further allege and charge that all of said Cattle, Mules, wagons and chains are wholly insufficient to pay said ^{or debt of} debt ^{or claim of} going to their respective estate.

Now the object of this bill is to enjoin said Johnstons from the further use of said property until the rights of all concerned are settled; to have a receiver appointed to take charge of and hold and keep safely said property, until

the rights of all concerned herein can be judicially determined; to have the equity of redemption of said Wm. R. and Sallie Johnston in said property foreclosed; to have ascertained if charged by said Johnstons the true amount due to said estate, or rather to your order a debt of said estate; and to have ascertained the nature character, amount, priority &c of the lien claimed by said John L. Dunnington.

The premises considered your orators are advised that from the premises aforesaid they have rights, enforceable, however, of being enforced in a court of equity only; their prayer therefore is that said Wm. R. Johnston and Sallie Johnston and John L. Dunnington be made parties defendants to this bill of complaint and they be required to fully, completely and specifically answer all and each of the allegations of this bill, but they need not do so on oath that being waived; that the said Wm. R. and Sallie Johnston or either of them and all persons for them be enjoined and prohibited from working and using said Mules, Cattle, wagons and Chains; that they be required

directed and ordered to turn over
and deliver at once all of said
Cattle, Mules, wagons and Chaises,
or at least all such as are in
existence; that an account be taken
if necessary of said Johnstons in-
debtedness to said Estate; that the eq-
uity of redemption of said Johnstons in
and to said Cattle, Mules, wagons
and Chaises be and forever fore-
closed; that said property be
sold under a proper order of your
honor; that it be judicially
determined what, if any, lien the said
John L. Pennington has on any of
said Mules; that a proper judgment
be given your orators as advisors of
the estate of said M. C. Parsons for
the amount of money yet due
them from said John R. and Sally
Johnstons. And that all other fur-
ther, general and special re-
lief be granted your orators
that the nature of their cause
and equity may require. And
they will ever pray &c. May process
issue &c.

Pennington Bros.

State of Virginia

Lin County

J. A. G. Hyatt, a notary public
in and for the County and State aforesaid
do hereby certify that J. C. Jesse

personally appeared before me, in
my County aforesaid, and made oath
that the allegations contained in
the foregoing bill, which he makes
of his own knowledge are true,
and that all other matters therein
stated he believes to be true,
Given under my hand this the 20th
day of Feb. 1896.

Alfred Pratt,
Not Publicy

Russell + Jesse
advers.

vs. } Bill for Injunction

Wm. R. Johnston et al.

To W.R. Johnston and Sallie Johnston:-

You are hereby notified, that we the undersigned, will on the 27th. day of February., 1896, at 11 o'clock A.M. in the town of Gladestown, Wise County, Virginia, move the Hon. W.F. Miller, Judge of the Circuit Court for Lee County, for an injunction restraining and prohibiting you, and all other persons from further using the cattle, mules, wagons and chains, mentioned in the ~~deed~~ mortgage deed made and executed by you on Jan., 18th. 1895, and delivered to W.C. Parsons in his life time. We will also at the same time and place, move the said Court to appoint a receiver to take possession of the said cattle, ~~mules~~ mules, wagons and chains. If you know any reason why said injunction should not be granted, or why a receiver should not be appointed to take possession of said property, please be present and defend said motions. This Feb., 25th., 1896.

Russell & Jesse
Adms. of the estate of W.C. Parsons decd..

^{25th} Executed on Feb., 1896 by delivering ^{two} substantial copies to ~~Sallie Johnson~~ of the above notice to said Sallie Johnson, one for herself, and the other for W.R. Johnston, she being the wife of the said W.R. Johnston, and he the said W.R. Johnston not being found at his usual place of abode. This Feb. 25th., 1896.

W.D. Zion

Virginia, Lee County, to-wit:-

I, A.G. Hyatt, a notary public in and for the County and State aforesaid do hereby certify that W.D. Zion whose name appears to the foregoing return made oath to said return in my County aforesaid.

Given under my hand this the 25th., day of February, 1896.

A.G. Hyatt
Notary Public

To the Hon.H.A.W.Skeen, Judge of the Circuit Court for Lee County:

Humbly complaining your orator J.C.Jessee, administrator of the estate of M.C.Parsons would respectfully represent and show unto your honor;

that heretofore he and H.J.Russell qualified as the administrators of the estate of M.C.Parsons, and as such administrators brought suit against and filed their original bill in this court against W.R.Johnson and Sallie Johnson for the settlement of certain transactions between said W.R. and Sallie Johnson and the said M.C.Parsons, and after considerable litigation in the matter, W.R.Johnson and Sallie Johnson were found indebted to the estate of M.C.Parsons in the sum of \$661.26, with interest thereon from the 1st day of June, 1896, till paid, ~~on~~ upon which indebtedness the court at the June term, 1896, rendered a judgement in said cause against W.R.Johnson, but for some omission, judgement in said cause was not rendered against the said Sallie Johnson untill the July term 1902, at which time a judgement was rendered against the said Sallie Johnson.

Your orator will further represent and show unto your honor that some time ago the said H.J.Russell departed this life, whereupon your orator is advised that he became survivor ~~of~~ of the the administration of the said estate.

Your orator will further represent and show unto your honor that the said judgement of the said administrators of the said estate has never been paid, but the same is still due and unpaid together with all the interest which has accumulated thereon.

Your orator will further represent and show unto your honor that the said Sallie Johnson is the owner of certain lands situated in Lee County Va., in the Pocket, and being the lands that were conveyed to the said Sallie Johnson by deed of R.L.Pennington Commissioner, as shown by a copy of the same here filed as part of the bill as exhibit "1", except a tract or interest in a coal right mentioned in said deed of fifty acres which the said Sallie Johnson, your orator is informed, ~~the said Sallie Johnson~~ has since sold, but ^{with} this exception the said Sallie Johnson owns the

remainder of said land mentioned in said deed; he is also advised that she is the owner of another certain tract of land which she purchased from R.L. Pennington Commissioner in a chancery cause entitled Cowan, McClung and Co., vs W.R. Johnson et al, now pending in your honors court, but that said Sallie Johnson had not paid all of the purchase money but has paid about \$200 thereon and owes about \$200 more thereon; your orator is also advised that on the 11th day of Feby., 1902, the said Sallie Johnson executed a deed of trust whereby she conveyed all the said land described in said deed from R.L. Pennington Comr., not theretofore sold, to G.P. Cridlin trustee to secure a debt of \$1200 to McLin, Kilbourn and Co., and the sum of \$100.00 which said McLin, Kilbourn and Co. had furnished to pay on the said last tract of land mentioned above, and \$300 which the said McLin, Kilbourn and Co had endorsed for the said Sallie Johnson to R.L. Pennington, Commissioner. Your orator does not know whether the said Sallie Johnson has paid any of said indebtedness or not.

Your orator will further represent and show unto your honor ~~in~~ that said firm of McLin, Kilbourn and Co ~~are~~ is composed of J.B. McLin, Jr., W.K. Kilbourn, and Floyd Day; that the said J.B. McLin W.K. Kilbourn, W.R. Johnson, and Sallie Johnston are not residents of the State of Virginia.

Your orator is advised that he has a right to amend his said bill in ~~chanery~~ filed by himself and his co administrator for the purpose of enforcing the said lein of your orators said judgement against the said lands of the said Sallie Johnston, and to this end therefore he prays that the said W.R. Johnson, Sallie Johnson, W.K. Kilbourn, J.B. McLin, Jr, and Floyd Day, partners in trade under the firm name of McLin, Kilbourn and Co., and George P. Cridlin, Trustee [^] be made parties defendant to this cause and be required to answer this bill but not under oath that being specially waived; that the leins against the said lands be ascertained and their priorities fixed and that upon a hearing a decree be rendered directing a sale of enough of the said property as may be neces ary to pay the said

leins; and may all other furthur and general relief be granted that
the nature of his cause and good conscience demands and he will
ever pray &c.

L. J. Duncan and
Punnett Bros P.Q.

Ch. Jesse Adams

or ^{Account of}
Bill

W. Chaseon et al

To the Honorable H.A.W. Skeen, Judge of the Circuit Court of Lee County, Virginia:

The answer of McLin, Kilgourn & Co. a partnership doing business in the State of Kentucky, to a bill in chancery filed against them and others in this Honorable Court by J.C. Jessee, Administrator &c. and to a cross bill exhibited against them in said Court and in said cause by W.R. and Sallie Johnson^{††}.

And answering said cross bill, which is the only pleading in the cause by which it is sought to effect them, respondents say that it is true that several years ago your respondents made a contract with J.H. and W.T. Johnson[†], or rather said contract was made with the said W.R. Johnson[†] and in the name of the said W.T. and J.H. Johnson[†], for the hauling and delivery into Line Fork, a branch of the Kentucky River, in the State of Kentucky, a large amount of timber then owned and about to be purchased by these respondents. This contract was made on the 4th day of May 1899, and the same is filed herewith as a part hereof marked "Exhibit A-1"; and at the same time and on the same day another contract was made and entered into between your respondents and the said Johnsons[†] by which your respondents agreed to assist the said Johnstons in buying oxen, corn &c. to be used in said work, but with the express understanding^g and agreement that the said J.H. and W.T. Johnson[†] were to secure your respondents for such assistance and any other indebtedness which might be created by them, by mortgage on stock, wagons &c. This contract was reduced to writing, signed by the parties to be bound thereby and is filed herewith as part hereof marked "Exhibit A-2"

It is true that under said logging contract a great deal of work was done for your respondents by the said Johnstons, and that a great deal of money was paid to them, but it is not true that no settlements of the matters of said account were ever made, but on the contrary these matters of account were frequently gone over and carefully scanned counted up and the exact standing of the parties with each other ascertained, and on the 12th day of April 1900 said J.H. and W.T. Johnson[†] executed their note by which they bound themselves and promised to pay to your respondents the sum of \$1200.00. This note was in settlement of the dealing up to that time, was for stock, cash, corn and other supplies furnished to

them in accordance with said contract, and showed the balance due at that date, after giving them all the credits to which they were entitled. Said note is filed herewith as a part hereof marked "Exhibit A-3".

Your respondents will now further show your Honor that in accordance with said contract hereinbefore filed as Exhibit A-2-, the said J.H. and W.T. Johnston on the 13th day of April, 1900 executed and delivered to your respondent a bill or sale of mortgage on a large amount of personal property mentioned therein, which said mortgage or bill of sale was ~~xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx~~ to secure said \$1200.00 note aforesaid and when it was satisfied in full said mortgage was to be void. This mortgage was duly acknowledged before the Clerk of Letcher County Kentucky on the 17th day of April, 1900 and duly recorded in said County on the 30th day of April, 1900, and it was duly acknowledged before the clerk of the County Court of Lee County by J.H. Johnston on the 13th day of April, 1900 and properly recorded in the Clerk's Office of the Lee County Court on the 11th day of June 1900. Said mortgage is filed herewith as a part hereof marked "Exhibit A-4"; and on the 14th day of December, 1900 the said W.R. Johnston, in consideration of \$225.00 sold or mortgaged to these respondents two horses and a three inch Studebaker road wagon. This mortgage like the other was for the purpose of securing said \$1200.00 note together with any other amounts which the said Johnston might become indebted to ~~the~~ your respondents for supplies furnished in said logging job. This mortgage was also duly acknowledged and duly recorded in the Clerk's office of the County Court of Letcher County Ky. on the 27th of December, 1900. Said mortgage is filed herewith as part hereof marked "Exhibit A-5".

It is further true that on the 11th day of February, 1902, the said Sallie Johnston, or rather more correctly speaking as respondents suppose, all the Johnstons, were in need of money, as at that time a certain tract of land claimed by the said Sallie Johnston was decreed to be sold, and she through her husband W.R. Johnston, applied to your respondent, as they had for the three years previous been applying, for aid, which aid was extended, by then and there advancing \$100.00 in cash and becoming her security on three

notes for \$99.52 each, all of which was paid by your respondents as will more fully appear by reference to said three notes which are herewith filed as a part hereof marked "Exhibit A-6, A-7, and A-8. It is likewise true that before your respondents would extend this last favor, required the said Sallie and W.R. Johnston to execute a deed of trust on all their lands situated in this county and the personal property mentioned or conveyed in the before named mortgages and they required them in said mortgage to secure said \$1200.00 debt. A copy of said deed of trust is filed with plaintiff's bill.

Your respondents will now further show your Honor that shortly after the date of said last mentioned deed of trust, to-wit: on May 2nd, 1902, in order to ascertain the exact standing of said Johnstons with your respondents they made a settlement with them, which settlement embraced all the work done for respondents by the said Johnsons[†] and all the supplies cash &c. furnished to the said Johnsons[†] by respondents up to that date, which settlement resulted in showing that said Johnstons were indebted to your respondents in the sum of \$963.35 in addition to said sum of \$1200.00 secured by said mortgages aforesaid. Said Johnstons ~~after~~ said 2nd day of May 1902 continued to log for respondents in accordance with their original contract, *and other contracts thereunder* and respondents continued to make advancements to them in the way of cash, supplies, provisions &c. down to the present time, which results in showing an indebtedness on April 22nd, 1903, of the said Johnsons[†] to your respondents of \$1072.16, but from this sum there should be deducted the sum of \$400.00 paid to the said R.L. Pennington Commissioner, which is embraced in and secured by said deed of trust, last aforesaid, and is also including in this statement of account, and this deduction will result in showing and indebtedness on said contract of logging by the said Johnsons to your respondents of about \$650.00. Said statement of account is herewith filed as a part hereof marked "Exhibit A-9".

Respondents desire to state that the said Johnstons have never completed a single contract entered into by them, nor have they ever completed a single job which they undertook unless it is the job getting deeper in debt each day, and in order to aid them, respondents instead of holding back anything that was due them have real-

ly advanced the price Fifty cents on the thousand for the first job undertaken by them.

Respondents say that it is not true that the said W.T. and J.H. and W.R. Johnston have paid to your respondents large sums of money or in fact any money or anything else on the debt secured by said deed of trust and they deny that said deed of trust is fully paid and that they are indebted to the said Johnstons in any sum of money, or any account whatever, but on the contrary said Johnstons are indebted to your respondents the full amount secured by said deeds of trust and in addition thereto the sum of \$650.00 or thereabouts as heretofore shown.

It is true that respondents executed the writing referred to in said corss bill under date of Aug. 3rd, 1901, by which they agreed to pay to the said W.R. Johnston for hauling 126 logs on the mountain in the Lewis job which was not included in the Lewis contract, and your respondents were to pay \$6.00 per thousand of and for said 126 logs. A part of the logs have been hauled by the said W.R. Johnston and credit has been given on said account for the same for every foot hauled at the rate of \$6.00 per thousand feet; it is also true that respondents agreed to pay said Johnston at the rate of \$1.00 per thousand feet on all the logs hauled by W.R. Lewis embraced in his contract. On this contract the said Lewis has hauled 77,800 feet for which respondents have given the said Johnstons credit on said account the sum of \$77.80. It is not true that respondents are due to the said W.R. Johnson or any one else the sum of \$64.00 or any other sum on said 126 logs. This 126 logs ~~xxxxxxxx~~ and the Lewis timber mentioned in said writing was only the cleahing up of an old job first undertaken by Blair Bros., and why the said complainants in said cross bill have so largely magnified the amount, your respondents are unable to guess, and respondents say that if any more of said timber is hauled by Johnston or Lewis that they will promptly pay them for the same.

Respondents say that it is not true that the said J.H. and W.T. Johnston have turned over to them as a payment on said debt secured by said deed of trust one wagon, four mules and two yoke of work cattle at the price of \$465.00 or at any other price, ~~but~~ ~~it is true that said Johnston~~. It is true, however, that said Johnstons turned over on January 1st, 1903 four mules and log wagon at the

price of \$325.00 and that they turned over to ~~xxxx~~ a son-in-law of the said W.R. and Sallie Johnston two yoke of oxen at the price of \$140.00, which said sum the said son-in-law, Tom P. Carter, has paid to your respondent, but this stock was turned over and this money paid by Carter as a credit on the account for supplies furnished and in accordance with the original contract between respondent and said Johnstons, and it was at the ⁱⁿ special instance ~~instance~~ and request that it should be so credited. It was likewise at the special instance and request of the said W.R. Johnston, in fact he made, himself, along with the said J.H. and W.T. Johnston, said arrangement. The truth of the matter is that the said W.R. Johnston was really the foreman and the true contractor with your respondent and the true owner of all of said property, and he conducted said business in the name of his two sons J.H. and W.T. Johnston because, as he stated to respondents, he was indebted in Virginia and was fearful if he run the business in his own name, that his creditors might put him to some trouble and delay him in said work. The said J.H. and W.T. Johnston worked for said W.R. Johnston as other hands and respondents paid them for their labor at said W.R. Johnston's request and at their request in the same way in which he settled and paid other hands. The whole account kept with said parties in Kentucky was kept and run in the name of W.R. Johnston, as the account shows heretofore filed. To make this statement plainer however, it is necessary for respondents to state that when they first opened an account with the said Johnstons they opened it in the name of J.H. and W.T. Johnston, but shortly thereafter, the date not now remembered, the said W.R. Johnston requested respondent to keep the account in his name and the account theretofore existing in the name of J.H. and W.T. Johnston was transferred to the account of W. R. Johnston, with the full knowledge and at the special instance of all of them. All the business from the beginning up to the present time, in whatsoever name, was done with and by the said W.R. Johnston.

And now having answered said bill and cross bill as fully as respondents as fully as respondents are advised that it is material for them to answer the same and here expressly denying every allegation in said cross bill not hereinbefore admitted or denied

they join with the plaintiff and corss complainant for an account
and they pray to be hence dismissed with their costs.

C. F. Durcan
and
Geo. F. Criddle } - P. Q.

J. C. Jesse Admr.
vs. J. W. Day

W. R. Johnston Admr.

Answer of
M. L. Kellum & Co

Filed April 29th 1903
A. B. Mearns Clerk

To the Honorable W.T. Miller, Judge of the Circuit Court for Lee County, Virginia:

The separate demurrer and answer of W.B. Johnson to a bill of complaint exhibited against him and others in this honorable court by J.C. Jessee and H.J. Russell, Administrators of the estate of M.C. Parsons, deceased.

~~XXXXXXXXXX~~ Respondent says it is true that he and his wife executed, acknowledged and delivered on the 18th day of January 1895, the mortgage set out in the plaintiff's bill and therewith filed, on the stock and other property in said mortgage mentioned; that the purposes of this mortgage was to secure the sum of nine hundred dollars then due by this respondent to the said M.C. Parsons, and also for the further purpose of securing the said Parsons in supplies and advancements to be made by him to this respondent to carry on a logging and lumber contract in which respondent was then engaged for the said Parsons. It is also true that said mortgage deed was recorded in the Clerk's office of this county, on the 21st day of January 1895.

Respondent says it is further true that the logging and lumber contract spoken of in said mortgage deed was ~~XXXXXXXXXX~~ a contract which respondent had undertaken with reference to the Poplar, Ash and Cucumber timber on the 1165 acre tract of land known as the Mallet or J.L. Pennington tract.

It is further true that for the ~~logging~~ cutting and logging of said timber the said Parsons was to pay respondent the sum of \$3.00 per thousand feet, which said sum was to be paid to him by A. and N.L. Johnson, to whom the said Parsons sold the lumber to be manufactured from said timber and logs.

It is further true that the said Parsons was to pay respondent \$1.75 per thousand board measure for hauling said lumber after it was sawed from the yards to the Railroad at Pennington's Gap; but it is not true that respondent was to make said timber on the stump pay to the said Parsons \$4.00 per thousand feet, or any other sum. It is true however that respondent first purchased from the said Parsons the merchantable poplar,

ash and cucumber timber on the Mallett or J.L. Pennington 1165 acre tract of land for which respondent agreed to pay him \$4.00 per thousand feet on the stump, but afterwards, the said Parsons became uneasy on account of the fact that there were various Judgments against this respondent and this contract was annulled in every respect except that respondent was to cut and log said timber and then haul the lumber therefrom to Pennington Gap and deliver it to A. and N.L. Johnson, to whom the said Parsons sold it, for which cutting logging and lumber hauling respondent was to be paid by the said A. and N.L. Johnson the sum of \$4.75 for the said Parsons.

Respondent says it is true that he cut logged and yarded about 640,000 feet and that he has hauled to the Railroad at Pennington's Gap, about 630,000 feet of lumber. It is further true that respondent has received from A. and N.L. Johnson the pay for hauling said logs and lumber, the exact status of the account between himself and the said Johnson is not known by him, because settlement between them has not yet been made. Respondent does not know what sum of money the said Parsons ought to have gotten for said timber, as with that, he had nothing whatever to do, the said Parsons having sold said lumber manufactured from the said logs to the said Johnsons, and to them he must look for his stumpage.

Respondent does not know how much he has received thereon, nor does he know how much is due to the said Parsons, or to his estate therefor, but he most emphatically denies that he owes the said Parsons or his estate anything on said stumpage.

Respondent says that it is true that shortly after the date of said mortgage that the said Parsons departed this life intestate as he understands, and he has likewise been informed that complainants were appointed administrators of his estate.

Respondent says that it is ~~not~~ true that between the ~~death of the said~~ date of said mortgage deed and the death of the said Parsons, the said Parsons did furnish supplies to him to enable him to carry on the said work amounting to \$ 112.89. And it is further true that since the death of the said Parsons his

administrators have furnished \$546.05, making a total furnished by the said administrators and the said Parsons since the date of said mortgage contract of \$658.34. The \$900.00 mentioned in said mortgage was made up of three items, the indebtedness of ~~re~~ respondent to N.L.Johnson assumed by the said Parsons, and account of respondent with W.P.Wood also assumed by the said Parsons, and a sum of \$215.76 due by respondent to Parsons himself. These three items added together made \$935.21 instead of the 900 mentioned in the said mortgage deed. And this sum added to the supplied furnished to respondent since the date of said mortgage contract makes respondent's indebtedness \$1593.55. On this indebtedness respondent has paid the sum of \$361.62, as follows: to N.L.Johnson \$736.07, to John Delcliser \$112.50, and ~~to~~ by Dillard Graham for one ox \$13.25, which leaves a balance due to the estate of the Parsons of \$731.93.

Respondent has completed his logging and lumberhauling contract.

This is the total sum due to the said M.C.Parsons according to the very best calculation that respondent can make, and he is ready at any time to settle with said administrators and ascertain the exact balance due; but respondent refuses to settle with them in their way, to pay them 56cts. a bushel for corn when he purchased it from tehri decedent at 50, to pay for the inspecting of their lumber when he had nothing to do with it, and other such unjust claims.

Respondent says that it is true that since completing his logging and lumber hauling contract aforesaid, he has removed his teams and wagons to Ky.where he has a very valuable logging contract; that his purpose in taking them there was to make money sufficient to pay off said indebtedness to said estate; and complainants know this fact as well as he knows it himself. Complainants' know that respondent had no intention whatever in the removal of said stock of getting it away from the effect of said mortgage deed. Certainly if he had had such a design as that he would not have taken them to Harlan where said mortgage deed was likewise recorded and constituted as effectual a lien

as in Lee County, Va.

Said stock is now in Ky. with the exception of one mule and one ox, and as the majority is there and the mortgage recorded there, respondent is advised that the proceedings should have been had there to foreclose said mortgage, at least as to all the stock in that state.

Respondent sees no necessity for the appointment of a receiver. The mortgage is due by its terms, and if complainants think that said property can be made more valuable to them by taking charge of it themselves, or by having it sold, than it would be in the hands of respondent, used as he is using it in a honest effort to make money with which to pay his indebtedness to them, then let said mortgage be at once foreclosed without subjecting your respondent to the expense of a receiver, to the expense of feeding the stock while he is enjoying it and using it.

It is further true that said complainants demanded said property from respondent, but it not true that respondent refused to deliver them up except in this way: John L. Pennington had a ~~li~~ lien on four of the mules, two of the wagons, two sets of harness embraced in the mortgage deed to said Parsons, and respondent told them, when they made said demand that he could not undertake to deliver them in such a way as to make him liable to the said Pennington. And respondent further told them to advertise said property for 30 days and he would deliver it at the place and on the day of sale..

The amount of said Pennington's lien upon the said stock according to the best calculation that respondent and the said Pennington can make is \$353.71.

Respondent says that it is true that he is embarrassed financially, and he may be insolvent; but he denies most emphatically that it is his intent or the intent of his wife to keep said property as long as possible and work and use it and thereby get its benefits to himself. It was his intent before interfered with to use said stock and other property so as to realize enough money to pay plaintiffs their debt.

Respondent says that it is not true that he is not caring

well for said stock.

Respondent now having answered fully as he deems material all the allegations of said bill, and here demanding a settlement of the various dealing between himself and the said Parsons and resisting with all his might the appointment of a receiver, he prays to be hence dismissed.

Sumner T. Hyatt p.q.

Sworn to before me this the 6th day of
March 1896
A.B. Munsey Clerk

M.C. Parsons Admrs.

10 $\frac{1}{2}$ City

W.R. Johnson
et al

Answer of
W.R. Johnson

To the Hon. H. A. W. Skeen, Judge of the Circuit Court for Lee County, Va:

The separate and joint answer of W. R. Johnson and Sallie Johnson to a bill in chancery filed in your honor's court by J. C. Jessee administrator of the estate of M. C. Parsons against your respondents, J. B. McLin, Floyd Day and W. K. Kilburn.

For answer to the said bill or so much thereof as your respondents are advised that they are required and it is necessary that they should answer, answering they say:

Several years ago the said J. B. McLin Jr., Floyd Day and W. K. Kilburn, partners in business under the firm name of McLin, Kilburn and Co., entered into a logging contract with J. H. and W. T. Johnson, two sons of your said respondents, whereby the said Johnsons were to do certain work in and about logging in the ~~Kentucky~~ State of Kentucky and the said McLin, Kilbourn and Co. were to pay the said Johnsons for said work certain specified sums of money; that the said McLin, Kilbourn and Co. were the owners of certain timber on the lands of other people; that the said McLin, Kilbourn and Co. were under their said contract to secure for the said two Johnsons rights of ways over the lands of various persons, and not to have said Johnsons hampered or restricted in their work by reason of rights of way to get out said timber; under the said logging contract a great deal of work was done for said firm by said Johnsons and a great deal of money paid and mutual accounts had on both sides, running through several years, without ever having had any settlement of the matters and accounts up to the present time; that on the 11th day of Feby. 1902, your respondent ^{Sallie Johnson} was in need of some money to save her home that was decreed to be sold in the chancery cause of C. M. McClung and Co., and she secured the said McLin Kilbourn & Co to pay for her the sum of \$100.00 and go her surety for about \$300.00 more, and to secure the said McLin Kilbourn and Co. she executed a deed of trust upon the property so sold in the said cause as well as other lands which she owned, in order to get the said loan the said McLin, Kilbourn and Co., required your said respondent the said Sallie Johnson and her husband your other respondent, the said William Johnson, to execute to the said McLin, Kilbourn and

Co a deed of trust to secure a debt which the said McLin, Kilbourn and Co. claimed to have against W.T. and J.H. Johnson, as will appear from a copy of the said deed of trust filed with the said plaintiff bill.

Since the said deed of trust was executed as aforesaid the said plaintiff has filed his amended bill against your respondents as aforesaid, and such proceedings have been had therein upon the order of publication ~~of~~ ^{vs} your your respondent that a commissioners account has been taken and there has been reported as a lien on the lands of the said Sallie Johnson the judgement of the said plaintiff and the total amount of the said deed of trust, amounting as shown by said commissioner's report to be \$2771.41. It will be seen from the statement in the said deed of trust that only \$400 of the money secured by the said deed is the debt of your respondent the said Sallie Johnson, it will also be seen that there is a considerable amount of personal property that is mortgaged to said McLin Kilbourn and Co., against which your respondents are advised that said McLin Kilbourn and Co. must first proceed before seeking to sell the real estate of your respondent.

Your respondent will further represent and show unto your honor that the said W.T. Johnson, J.H. Johnson and your respondent W.R. Johnson have paid large sums of money upon said debt secured by said deed of trust, in fact they allege that the said debt secured by said deed of trust is fully paid and the said McKin, Kilbourn and Co. are indebted to the said J.H. and W.T. Johnson. Your respondents allege that the following is a copy of a statement given to your respondent W.R. Johnston, to wit: "This writing witnesseth that Wm R. Johnson is to be paid for hauling the logs (126) on mountain in Lewis job which was not included in the Lewis ~~job~~ contract- and also the said Johnson is to ~~have~~ receive \$1.00 per 1000 feet on all logs hauled by Wm R. Lewis embraces in ~~an~~ contract with Lewis of date Aug wnd, 1901, to wit Aug 3, 1901. McLin, Kilbourn & Co." Of the 126 logs mentioned in said writing there is due said W.R. Johnson which was to be credited on said amount

secured in said deed of trust the sum of \$64.00. Your ^{respondent} ~~order~~ also says that of the logs mentioned in the said writing for which your respondent was receive the sum of \$1.00 per ~~M~~ there was some~~th~~ thing like 600,000 to 800,000 feet, which would entitle your respondent to a credit on said deed of trust debt about the sum of \$600 to \$800. There is a small amount of the timber embraced in ~~sa~~ lot mentioned in said writing that is not yet finished, but which will be finished in a very short while. Your ~~des~~ respondent will further represent and show unto your honor that the said J.H. and W.T. Johnston have turned over to the said McLin Kilbourn and Co., as a payment on the said debt secured by the said deed of trust the following named property, to wit, one wagon, four mules, two yoke of work cattle, at the price of \$465.00, Your respondents will further represent and show unto your honor that for all the work the said W.T. and J.H. Johnson have done under their contracts with the said McLin Kilbourn and Co., the said McLin Kilbourn have kept back out of their pay a large percent thereof, claiming that they had a right to do this as a guarantee that the said Johnsons would finish their contract with them on the log jobs; your respondents aver that whether the said McLin Kilbourn and Co. had that right or not they say that the said W.T. and J.H. Johnston have nearly completed all the work they they have contracted and that there is now due to the said W.T. and J.H. Johnson a considerable sum of money amounting some where from \$1000 to 1500.00, and that the said McLin Kilbourn and Co. are indebted otherwise to the said W.T. and J.H. Johnson in a far greater sum of mony than the amount secured to them in the said deed of trust.

Your respondents pray, therefore, that the said plaintiff amend his bill so as to make the said W.T. and J.H. Johnston parties to this suit; that this answer be treated as a cross bill as against the said W.T. and J.H. Johnson and the said J.B. McLin Jr. ~~21~~ W.K. Kilbourn and Floyd Day and J.P. Cridlin Trustee; that the said matters set up in this answer be refered to a commissioner to ascertain the true state of the matters of account between the said W.T. and J.H. Johnson and the said McLin, Kilbourn and Co., and the

other matters set up in this answer, that the said McLin Kilbourn and Co and the said G.P.Cridlin be restrained from proceeding or ~~making~~ making any sale under the said deed of trust set out as stated above untill the said account between the said J.H. and W.T.Johnson can be settled and untill the said McLin Kilbourn and company exhaust their remedy against the said personal property mentioned in said deed of trust has been exhausted. And may all other and further relief be granted your respondents that the nature of their cause upon this matter of cross bill requires, and may they be protected in their rights in this matter, and they will, as in duty bound ever pray &c.

Respectfully Yours.

PD

Sally Johnston et al

also 2 Messrs of
Sally W. R.
Johnston

J. L. Jussee. Attorney

Filed in open Court and
by leave thereof March
the 11th 1903

A. B. Munsey Clerk

J. C. Jesse, administrator, &c. - - - - - Plain iff.

Vs. In Chancery.

W. R. Johnston et al - - - - - Defendants.

This cause came on this day to be heard upon the papers formerly read therein, and the report of Special Commissioners Robt. L. Pennington and Geo. P. Crdilin, reporting the proper disbursement of the funds in their hands to the parties entitled thereto, and the payment of the costs to the proper officers, ^{filed Dec. 6, 1906} and was argued by Counsel:

On consideration of all of which, and there being no exceptions to said report of said Commissioners, it is adjudged, ordered and decreed that the said report be and the same is hereby approved and confirmed, and said Commissioners together with their sureties are hereby discharged from further obligation on the bond executed by them in this cause.

And there appearing ~~xx~~ ~~xx~~ nothing further to be done in this cause, the same is stricken from the docket.

J. C. Jussee, adms &c
vs. { Du Cky.

W. R. Johnston, et al

Decree Final

Entered in C.O.B.
8, page 228 &c.

Enter this Decree

H. A. W. S. 125

Dec. 10, 1906.

J.C.Jessee, et al,

Complainant,

vs

In Chancery,

W.R.Johnson et al

Defendants.

This cause came on this day to be heard upon the papers formerly read therein and the report of Special Commissioners Cridlin and Pennington, filed herein showing a resale of the land in the bill and proceedings mentioned to Johnson Jessee, and showing that said Johnson Jessee has paid the whole of the purchase money agreed to be paid by him, and was argued by counsel.

On Consideration of all which, and it appearing to the court that said report of sale of the said Commissioners, and the report showing payment of all the purchase money, which reports are filed respectively Sept 20th and 24th, 1906, are each unexcepted to, are each hereby approved and confirmed. And it appearing to the court that said Johnson Jessee is now entitled to a deed for the land so purchased by him, it is further adjudged ordered and decreed that G.P. Cridlin and R.L. Pennington, who~~xx~~ are hereby appointed special Comr's for the purpose, will make execute and deliver a good and sufficient deed, with covenants of special warranty, conveying the land so purchased by said Johnson Jessee, to him, and report their action to this court.

And it now appearing to the court that said Comrs. Cridlin and Pennington have made said deed to said Jessee as hereinbefore directed and filed the same in this cause, and their report thereof, and the said deed and said report being unexcepted to the same is hereby approved and confirmed. And said Johnson Jessee will pay to the said Cridlin and Pennington the sum of Five Dollars for the making of said deed, for which execution may issue, and upon the payment of which said deed will be delivered to the said Johnson Jessee.

And this cause is continued.

J.C.Jessee, admr., Complt.

vs Decree confirming re-sale
and deed to Johnson Jessee.

W.R.Johnston, et al, Defts.

Enter this decree Sept 25,
1906,

H A W Shuman

*Entered in C.O.B.
No. 8, page 220 &c.*

J. C. JESSEE, ADMR. &c. - - - - - Plaintiff

vs. In Chancery,

W. R. JOHNSTON ET AL - - - - - Defendants.

This cause came on this day to be again heard upon the papers formerly read therein and the rule, entered on the 26th day of February, 1906, against Sallie Johnston, purchaser of the land in the bill and proceedings mentioned, and T.G. Johnston and A.N. Pennington, her sureties to show cause if any they can why said land should not be again sold at their risk to satisfy the balance of the purchase money thereon, and was argued by counsel; and it appearing to the Court, that said rule has been duly executed, by personal service by the delivery of a copy of said rule to each the said Sallie Johnston, T.G. Johnston and A.N. Pennington, for more than 15 days before the first day of this term of the Court, and that neither of them has appeared to and answered said rule or offered any reason why the lands in the bill and proceedings mentioned, and heretofore purchased by the said Sallie Johnston, should not be re-sold at their risk to satisfy the balance of the purchase price of said land due by them; said rule is taken for confessed against them and each of them.

On consideration of all of which it is adjudged, ordered and decreed that R.L. Pennington and Geo.P. Cridlin, the Commissioners who made said original sale shall, unless the balance of the purchase money is paid to them, together with such costs and interest as has accumulated since said former sale within 30 days from this date, offer, the land in the bill and proceedings mentioned sold by them, again for sale to the highest bidder, at the front door of the Court house of Lee County, on the following terms, One-half in cash paid down, the residue on a credit of Six months, bearing interest from date of sale, and for the deferred payment, said Commissioners will take a note or bond, payable to themselves with good security. Said re-sale will be made at the risk of the said Sallie Johnston and her sureties. Said Commissioner will report their action to a future term of this Court, and the cause is continued.

J. C. Jesse Adm'r
Deer for
vs. Resale -

Sallie Johnson & also
Entered in C. C. B.
#8 Page 181 K.

Enter this deer
May 28th 1906.
H. A. W. Sherr

J. L. Jones, Adm. or
or (In Chancery)

Plaintiff

W. R. Johnston et al

Defendants

Upon the calling of this cause at the
term of the court, it was suggested to the
court that the rule awarded at the last
term of the court has not been served.
It is therefore adjudged, ordered, and de-
creed that a new rule be issued against
Lallie Johnston, the purchaser of the land
in the bill and proceedings mentioned, and
J. G. Johnston and A. M. Pennington, her
sureties, on the purchase notes executed
by her, returnable to the first day of the
next term of this court, to wit: the 2nd
day of May 1868, to show cause, if any they
can, why said land should not be sold
at their risk, to satisfy the balance of
the purchase money due thereon. And
the cause is continued.

Entered in C.O.B.
8, Page 134,

Entered in C.O.B.
8, Page 134,
J. A. W. S. H. S.

J. C. Jesse, Admr. &c. - - - - - Plaintiff.

Vs.

In Chancery.

W. R. Johnston et al - - - - - Defendants.

This cause came on again this day to be heard upon the papers formerly read herein and the report of Robt. L. Pennington and Geo. P. Cridlin, Commissioner, this day filed in said cause, together with their request for a rule against the purchasers of the land in the bill and proceedings mentioned, and was argued by counsel.

On consideration of which, said report is confirmed, and it is adjudged, ordered and decreed that a rule do issue against Sallie Johnston, the purchaser of the land in the bill and proceedings mentioned and I. G. Johnston and A. N. Pennington, her sureties, on the purchase money notes executed by her, returnable to the first day of the next term of this Court, to show cause, if any they can why said land should not be sold at their risk to satisfy the balance of the purchase money due thereon.

And the cause is continued.

J. C. Jesse Adams,
vs. { See Chy.

W. R. Johnston et al

Deeds for sale against
Purchaser and suit

Entered in C.A.B.
No. 8, page 1084e.

Enter this Deed
Dec. 18, 1905
H C W Simon

J. C. Jessee Admr. &c. - - - - - Plaintiff.

Vs. In Chancery

W. R. Johnston et al - - - - - Defendants.

To the Honorable H.A.W. Skeen, Judge of the Circuit Court of
Lee County, Virginia:

Your undersigned Commissioners in the above styled cause beg
to report that the ~~entire~~ purchase price of the land sold by them
in this cause is due and that no part of it has been paid, except
the costs and commissions of sale paid down, and heretofore reported.
The notes for the deferred payments had become due some time before
the last term of this Court and at that term your Commissioners
obtained a judgment against the purchaser Sallie Johnston, and her
sureties, T.G. Johnston and A.N. Pennington, and upon this judgement
execution was duly issued and has not yet been paid, and while said
execution is returnable to the first January rules, next and is
therefore not yet been returned, they do not believe that any money
will be paid upon it, and in this attitude of the case they think
it proper that a rule should issue, returnable to the first day
of the next term of the Court, against Sallie Johnston, the purchaser
of said land T.G. Johnston and A.N. Pennington, her sureties, to
show cause, if any, they can, why said land should not be sold at
their risk to satisfy the purchase price due thereon.

All of which is respectfully submitted

Wm. R. Pennington
Geo. C. Laidlaw

:- Commissioners

J. C. Jesse Admors.
vs. { In Chy

W. R. Johnston et al

Report of Commissioners
asking for Rule

Filed Dec. 18, 1905 -

J. H. Ewing,
Clerk.

J. C. Jorsee, admr. &c. - - - - - Plaintiff.

vs.

In Chancery.

W.R. Johnston et al - - - - - Defendants.

This cause came on this day to be heard upon the papers formerly read herein and the report of R.L. Pennington and Geo. P. Cridlin, Special Commissioner, filed December the 17th, 1904, reporting the sale of certain lands, and was argued by counsel.

On consideration of all of which, and there being no exceptions to said report or sale, it is adjudged, ordered and decreed that said report and the sale therein reported, be and the same are hereby approved and confirmed.

And said Commissioners are hereby directed to proceed to pay, out of the money in their hands, ~~to pay~~ the costs of this suit to the parties entitled thereto, as the same is taxed by the Clerk, and to retain for themselves the Commissions for making said sale.

And said Commissioners are further directed to proceed to collect the notes taken by them for the balance of the purchase money of said land, when the same shall become due, and when they have collected the same to pay it out to the plaintiff J.C. Jorsee admr. &c. or his attorney, on his judgment reported in this cause.

And said Commissioners will report their action hereunder to Court.

And this cause is continued.

J. C. Jesse Adams &c.
vs. { In Chy

W. R. Johnston et al

Entered C. O. B.
No. 7, page 561 &c.

Enter this decree

H. A. W. S. K. M.

Dec 17, 1904

Virginia,

At a Circuit Court continued and held for Lee County, at the Court-house thereof on Tuesday the 16th day of February 1904.

J. C. Jesse, Admr.

Complainant.

vs) In Chancery

Wm. H. Johnston et al,

Defendants.

This cause came on this day to be heard upon the papers formerly read therein and the report of Special Commissioner A. M. Goins, filed herein on the 15th day of February 1904, with exceptions thereto endorsed by J. H. & W. T. Johnson, and was argued by Counsel. On consideration of all which, it is adjudged and decreed that said exceptions of said J. C. Jesse and Sallie Johnston are hereby sustained and said report is hereby corrected, so far as to conform to said exceptions made, and as amended is hereby approved and confirmed. It is further adjudged and decreed that J. H. Melin, W. L. Kilbourne and Floyd Day doing business under the firm name of Melin, Kilbourne & Co., recover of Sallie Johnston and Wm. H. Johnston the sum of \$1379.31 with interest on \$1348.83 part thereof from the 1st day of March 1904 until paid, which is hereby adjudged to be a first lien upon the land in the bill and proceedings set out. That J. C. Jesse Administrator of the estate of W. C. Jesse recover of Sallie Johnston and Wm. H. Johnston the sum of \$277.22 with interest on \$251.00 from the 1st day of March 1904 until paid, and the costs of this suit. That J. H. Melin, W. L. Kilbourne and Floyd Day recover of J. H. Johnston and W. T. Johnson the sum of \$1070.51, with interest on \$1017.31 from the 1st day of March 1904, subject to the following credits February 11, 1902, \$100.00, February 17, 1902, \$288.56, It is further adjudged, ordered and decreed that unless said sums herein recovered are paid within twenty days from this date, then that Geo. P. Gridlin and R. L. Pennington who are hereby appointed Special Commissioners for the purpose, will after having executed

bond before the Clerk of this County in the sum of \$4000.00 conditioned as the law requires and after having advertised the time, terms and place of sale by written or printed notices, posted at three public places in Lee County for 30 days prior to the day of sale, shall proceed to make sale of the said real estate in the bill mentioned at public outcry to the highest bidder on a credit of 6 & 12 months from date of sale except a sum sufficient to pay the costs of this suit and the Commissions of sale which he will require to be paid in hand. And he shall require bonds with good personal security from purchaser for the deferred payments.

And the said Commissioners will report his action to the next term of this court, and this cause is continued.

A Copy,

Teste:

W. H. Ewing Clerk.

J. C. Jesse

vs

Thos R. Johnston

Geo. P. Endlin & R. L.
Pennington Comrs.

Executed Mar 29,
1904, by delivering
a copy of the within
to each R. L. Pennington
in Geo. P. Endlin in
person.

P. M. Ball
S. L. G.

J.C.Jessee, Admr. Complainant,)
vs.) In Chancery
Wm.R.Johnston et al, Defendants.)

This cause came on this day to be heard upon the report of special commissioner, A.M.Goins, filed herein on the 15th day of February, 1904, with exceptions thereto endorsed, ^{by H. W. T. Johnson} and was argued by counsel. On consideration of all which, it is adjudged, ordered and decreed that said exceptions of said J.C.Jessee and Sallie Johnston are hereby sustained and said report is hereby corrected, so far as to conform to said exception made, and as amended, is hereby approved and confirmed. It is

J. B. McElie, W. K. Kilbourne and Floyd Day doing business under the firm name of
further adjudged, ordered and decreed that ^{McElie, Kilburn & Co.} recover of Sallie Johnston, ~~Wm.R.Johnston, W.T.Johnston and J.H.Johnston~~

the sum of \$1379.61 with interest on \$1342.25 part thereof from the 1st day of March, 1904 until paid, which is hereby adjudged to be the first lien upon the land in the bill and proceedings set out. That

J.C.Jessee, administrator of the estate of M.C.Parsons, recover of Sallie Johnston and Wm.R.Johnston the sum of \$977.88 with interest

on \$661.26 from the 1st day of March, 1904 until paid, and the costs of this suit. That ^{*J. B. McElie, W. K. Kilbourne and Floyd Day doing business under the firm name of*} McElie, Kilburn & Co. recover of J.H.Johnston and

W.T.Johnston, the sum of \$1076.31 with interest on \$1017.81 from the 1st day of March, 1904, subject to the following credits; February 11, 1902, \$100.00; February 17, 1902, \$293.56. It is further adjudged

ordered and decreed that, unless said sums herein recovered are paid within twenty days from this date, then that *Geo. P. Cridlin*

who ^{is} hereby appointed a special commissioner for the purpose, will after having executed bond before the Clerk of this county in the

sum of \$4000.00 conditioned as the law requires and, after, having advertised the time, terms and place of sale, ^{by written or printed notice} for 30 days prior to the day of sale, posted at three public places in Lee County, shall proceed to make sale of the said real

estate in the bill mentioned at public outcry to the highest

bidder on a credit *of 6 + 12 months from date of sale* and
except a sum sufficient to pay the costs of this suit and the
commissions of sale, which he will require to be paid in hand.
and he shall require bonds with good personal security from purchaser
And said commissioner will report his action to the next term of
this court, and this cause is continued.

for the upward payment

J. C. Jones

7 3/4 acres for
sale -

W^m R. Johnson

En. C. B. No. 7, p 395.

Enter this story
16, 1904.
14 new stories

Virginia;

At a circuit court continued and held for Lee county, at the court-house thereof, on Wednesday March the 11th, 1903.

J.C.Jessee Admr..... Plaintiff.)
Vs.) In Chancery.
Wm. D. Johnson et al Defendants. (

This cause came on this day to be heard upon the papers formerly read therein and the report of A.M.Goins, special commissioner filed herein on the 6th day of Dec., 1902, the answer of W.P. Johnston & Sallie Johnston filed by leave of the court asking that the plaintiff be required to amend his bill and make W.T. Johnston and J.H. Johnston parties defendant to said bill and that the said answer be treated as a cross-bill as to the said W.T. & J.H. Johnston & J.B. McLin and J. ~~K~~. Kilbourn & Floyd Day & Geo. P. Cridlin Trustee, and that said J.B. McLin W.K. Kilbourn & Floyd Day & said Geo. P. Cridlin Trustee, be restrained from making sale under the deed of trust to said Geo. P. Cridlin & was argued by counsel.

On consideration of all which it is adjudged, ordered and decreed that said W.P. Johnston & Sallie Johnston be allowed to file said answer and that the same be treated as ^a cross-bill according the prayer thereof and that the said plaintiff be required to amend his bill making the said W.T. & J.H. Johnston parties defendant to said bill. And upon motion of the plaintiff leave is granted him to amend his bill at bar making said W.T. & J.H. Johnston parties to said suit & the said J.H. & W.T. Johnston appeared to said amended bill by his Attys & waived process, as well ^{as} to the cross-bill, and they are given untill first May rules to answer same.

And it is further adjudged, ordered and decreed that A.M.Goins who is hereby appointed a special commissioner for the purpose, will after having given the Attys. of the parties 5 days notice of the time and place of his sitting will proceed to settle the accounts between the said McLin, Kilbourn & Co. and the said J.H. & W.T. Johnston and ascertain the balance due upon the said deed of trust, and the said Geo P. Cridlin Trustee, will make no sale of the said lands until the said account is settled, and until the future order of the court.

And this cause is continued.

A Copy.
Teste: A.B. Munsey Clerk

J. C. Jesse, Admr.

vs. } Decree

W. R. Johnson et al.

Fee 25-cts.

J.C.Jesse, Admr. of the est. of M.C.Parsons,

Complainant

vs

In Chancery,

W.R.Johnson, Sallie Johnson, Floyd Day, J.B.McLin, Jr,

W.K.Kilbourn and George P.Cridlin, Trustee,

Defendants.

This cause came on this day to be heard upon the papers formerly read therein and the amended bill of the complainant filed at rules, and it appearing to the court that all said defendants except G.P.Cridlin Trustee, are non residents, and that order of publication has been duly made, posted and published as the law requires *for said non-residents.* and that the said G.P.Cridlin has been duly served with process for fifteen days previous to this term of the court, and all of the said defendants failing to appear plead or answer, the said amended bill of the said complainant is taken for confessed.

And upon motion of the said complainant, ~~xxx~~ it is adjudged ordered and decreed that A.M.Goins, who is hereby appointed a special commissioner for the purpose, will after having given the resident parties and their attorneys 5 days notice of the time and place of sitting proceed to ascertain and report the several liens against the said lands and whether or not the same will rent for a sum sufficient to pay the judgement liens in 5 years exclusive of the other liens; he will also report their several priorities, and whether or not there has been any payments made on the deed of trust set out in the plaintiffs bill.; and he will report any other matter deemed pertinent by himself or specially required by any party in interest; and this cause is continued.

J. P. Jones

22 Dec
in Act.

J. P. Jones

Est. Oct. 7. 1903.

Est. this Nov

13, 1902 -

H. A. Cushman

Russell & Jessee Admrs.Complainants.

vs

In Chancery

William R. Johnson and Sallie JohnsonDefendants.

This cause came on this day to be heard on the papers formerly read therein and the suggestion of counsel for J. C. Jessee surviving administrator of the estate of M. C. Parsons, that his co-administrator N. J. Russell is now deceased, and was argued by counsel. On consideration of all which the said suit is hereby revived in the name of said J. C. Jessee surviving administrator. It is further adjudged, ordered and decreed that J. C. Jessee Admr. of the estate of M. C. Parsons deceased, recover of ^{Sallie} ~~said~~ Johnson the sum of \$661.26 with interest thereon from the first day of June 1896 for which execution may issue that being the amount which appears to be due by W. R. and Sallie Johnson as shown by the Commissioners report filed in this cause and for which sum judgement had heretofore been rendered against said W. R. Johnson, and this cause is continued.

Wm. Jesse Allen

23rd Decr

H. R. Johnston & Co

Entered C. O. B. No 7
P. 141.

Exch. this

July 17, 1902.

H. A. W. Shaw

Russell & Jesse Adams Compts
vs J. In Chancery.

W. R. Johnston et al Defts.

This Cause came on again
this day to be heard upon the
papers formerly read therein,
the report of receiver J. C.
Jesse filed April, 1st, 1896,
& which is unexcepted to, and
the report of J. C. Hall filed
therein on May 22nd, 1896 and
exceptions thereto: On considera-
tion of all which, said exceptions
to said Hall's report is overruled,
and it so well as that of said
Jesse's report is confirmed.
And therefore it is adjudged
ordered and decreed that
said J. C. Pennington recover
from said W. R. Johnston the
sum of \$323.59 with interest
thereon from June 1st, 1896 till
paid which sum is a first lien
on the mules, gear and
wagons in the deed of trust
of said Johnston to R. L. Pennington
Trustee dated Dec. 13th 1893; and

that said Russell and Jesse
as admors. of the estate of
M. L. Parsons recover from
the said W. R. Johnston the
sum of \$661.26 with interest
thereon from June 1st, 1896 till
paid and the costs of this suit,
which sum of money is a
second lien on the mules,
grazing and wagons mentioned
in said deed of trust. And
the said R. L. Pennington, if
requested to do so by said
John L. Pennington, or the said
Compt's shall proceed to sell
said property in the manner
and on the terms provided for
in said ~~deed~~ deed of trust
accounting for the money
said property in the following
manner: 1st, pay the commis-
sions of sale, 2nd, said R. L.
Pennington's said debt, 3rd, said
sum to said Complainants and
4th residue to said Johnston if
there be any; But in the event
said property should be offered

for sale on the request of said
complainants, he will take no
bid less than said Pennington
said debt and commissary
sale. But before entering upon
the duties hereunder said R. L.
Pennington will execute bond
before the Clerk of this court
in a penalty of \$5000 con-
ditioned as the law requires
in such cases. He will re-
port his action to court and
this cause is continued.

Russell & Russell

of Denver

W. L. Johnston Esq

Q.B.P. 436,

Enter this
June 5/96.

W. L. M.

John D. Dunnington has been the respondent in this case.

Russell and Jesse Adams vs Campbell
vs } In Chancery
H^{on} R. Johnston et al vs.

On motion of the complainants in this cause, by their counsel, and by consent of all parties thereto, it is adjudged, ordered and decreed that the said H^{on} R. and Sallie Johnston will turn over, and deliver to said complainants all of the cattle, mules, wagons and chaises, ^{mentioned in said bill} except that on which the said J. D. Dunnington ^{and as to that property covered by said bill} claims to have a lien; and by consent of parties the said complainants will after a due timing the time, terms and place of sale in their or more public places in this county for ten days will, ^{after} said property for cash in hand at public outcry and to the highest bidder: and the said H^{on} R. & Sallie Johnstons are hereby ordered and directed to as soon as possible turn over and deliver said property to said

complaints; and the said Com-
plaints will report to the Court
what sum of money said property
brings which sum after taking
out of same the costs of this
suit and expense of sale, will
be applied ~~to~~ what the said
Thos. R. Johnston owes to said
Complainant.

And by consent of parties
herein, it is further adjudged
ordered and decreed that
John C. Neal who is hereby
appointed a special Comr. for
the purpose will after giving
all parties ^{herein} or their attorneys
ten days notice of the time and
place of his sitting will take
state and audit the account
of said Thos R. and Lillie Johnston
with the said estate; and also
he will ~~also~~ at the same time and
place ascertain and report the
amount of the lien and its character
and time of procuring the same,
of J. P. Drimington on said mules
and wagons on which he claims
to have a lien. And the said

Have since report his action
to Court, until which time this
cause is continued

We have agreed to the above
stipulations.

J. S. Pennington
J. L. Jesse
Wm R. Laporte

Russell & Greene

vs. } Deane

Wm. R. Johnston et al

O.B.P. 368

Enter this
March 7 1896.
W. L. M.

Virginia,

At a circuit court continued and held for Lee County at the court-house thereof on Friday November the 14th 1902.

J. C. Jessee, Admro of the est. of M. C. Parsons Complainant.

vs. In Chancery.

W.R. Johnson, Sallie Johnson, Floyd Day, J. B. Melin Jr.,

W. K. Kilbourn and Geo. P. Cridlin, Trustee. Defendants.

This cause came on this day to be heard upon the papers formerly read therein and the amended bill of the Complainant filed at rules, and it appearing to the court that all said defendants except G. P. Cridlin Trustee, are non-residents, and that an order of publication has been duly made, posted and published as required by law for said non residents and that G. P. Cridlin has been duly served with process for fifteen days previous to the term of the court, and all the said defendants failing to appear plead or answer the said amended bill is taken for confessed.

And upon motion of the said Complainant it is adjudged ordered and decreed that A. M. Goins, who is hereby appointed a special commissioner for the purpose, will after having given the resident parties and their attorneys 5 days notice of the time and place of sitting proceed to ascertain and report the several liens against the said lands and whether or not the same will rent for a sum sufficient to pay the judgement liens in 5 years exclusive of the other liens; he will also report their several priorities and whether or not there has been any payments made on the deed of trust set out in the plaintiffs bill; and he will report any other matter deemed pertinent by himself or specially required by any party in interest; and this cause is continued.

A Copy
Teste; W. B. De Munsey
Clerk.

J. C. Jesse Adms.
no. } Copy of decree.
W. R. Johnston et als.

Serve on A. M. Gomis.

Virginia,

At a circuit court continued and held for Lee county at the Court-house thereof, on Wednesday March the 11th 1903.

J.C.Jesse Admr.

Plff.)

Vs

) In Chancery

W.R.Johnson et al

Deft)

This cause came on this day to be heard upon the papers formerly read therein and the report of A.M.Goins special commissioner filed herein on the 6th day of Dec. 1902. the answer of W.R.Johnson & Sallie Johnson filed by leave of the court asking that the plaintiff be required to amend his bill & make W.T.Johnson & J.H.Johnson parties defendant to the said bill & that the said answer be treated as across bill as to the said W.T. & J.H. Johnson and J.B.McLin, W.K.Kilbourne and Floyd Day and Geo.P.Cridlin, trustee, and that said J.B.McLin, W.K.Kilbourne and Floyd Day and said Geo.P.Cridlin, trustee, be restrained from making sale under the deed of trust to said Geo.P.Cridlin, and was argued by counsel.

On consideration of all of which it is adjudged, ordered and decreed that the said W.R. and Sallie Johnson be allowed to file said answer and that the same be treated as a cross bill according to the prayer thereof, and that the said plaintiff be required to amend his bill making the said W.T. Johnson and J.H.Johnson parties defendant to said bill. And upon motion of the plaintiff leave is granted him to amend his bill at bar making said W.T. Johnson and J.H.Johnson parties to said suit and the said J.H. and W.T.Johnson appeared to said amended bill by their attorneys and waived process, as well to the cross bill, and they are given to the first May rules to answer the same. And it is further adjudged, ordered and decreed that A.M.Goins who is hereby appointed a special Commissioner for the purpose, will after havingxx given the Attys. of the parties 5 days notice of the time and place of his sitting he will proceed to settle the account between the said McLin, Kilbourn & Co. and the said J.H. & W.T.Johnson and ascertain the balance due upon the said deed of trust and the said Geo.P.Cridlin, trustee will make no sale of the said land until the said account is settled, and until the future order of this Court. And this cause is continued

Alfred L. Lister, A.B. Munsey Clerk

J. C. Jessee Admin
vs } Copy of Decree
W. R. Johnston et al

Nov 11. 1903

Virginia,

At a circuit court continued and held for Lee County, at the court-house thereof, on Monday, the 26th day of February, 1906.

J. C. Jessee, Admr. &c.,

Plaintiff,

Vs. (In Chancery

W. R. Johnston et al

Defendants.

Upon the calling of this cause, at this term of the court, it was suggested that the rule awarded at the last term of the court has not been executed. It is therefore adjudged, ordered and decreed that a new rule be issued against Sallie Johnston, the purchaser of the land in the bill and proceedings mentioned, and T. G. Johnston and A. N. Pennington, her sureties, on the purchase notes, executed by her, returnable to the first day of the next term of this court, to-wit: the 21st day of May, 1906, to show cause, if any they can, why said land should not be sold at their risk, to satisfy the balance of the purchase money due thereon. And the cause is continued.

A copy,

Teste: J. H. Hewing Clerk.

Descent March 21 1906
By Delinering in test of pipe copy
to A. H. Penington and J. G. Johnston
Sallie Johnston By Es. Stapleton ss
for M. M. Ball ss l

J. C. Leaver Adm'r. &c.
vs. J. D. Leaver
M. R. Johnston & Co

copy

March 18. 25

Russell and Jessee Aime's, etc Comolts.

vs.

In Chancery.

Wm.R. Johnson et als

Defts.

Upon the said complainants, entering into and acknowledging a bond, with good security, in the Clerk's office of the Circuit Court for Lee, before the clerk of said Court, in a penalty of ~~\$500.00~~ ^{500.00}, conditioned to pay all costs and damages which shall be awarded against them, in case the injunction herein mentioned shall be dissolved, ~~an~~ injunction is granted in pursuance to the prayer of the bill of the said complainants, to restrain and prohibit the said Wm.R. Johnston and Sallie Johnston, their agents and servants, from selling, carting with, or removing from the Commonwealth, ~~to~~ ^{Mentioned in said bill} further using and working the cattle, mules, wagons and chains, or either of them, until the further order of the Court. *at the Judge's hand in vacation*

~~And for reasons appearing to the Court, J.C. Jessee is hereby appointed a special receiver, whose duty it will be to take possession of said cattle, mules, wagons and chains, or such of them as may be found, and the same safely keep until a future order of the Court herein; and the said Wm.R. and Sallie Johnston are hereby directed and ordered to deliver and turn over up to the said Jessee, receiver as aforesaid all of said cattle, mules, wagons and chains. But said Jessee will before entering upon the duties herein imposed upon him, execute bond with good security before the clerk of the Circuit for Lee County, in a penalty of \$500.00, conditioned to have said cattle, mules, wagons and chains, or such of them as he may receive hereunder, forthcoming when so directed by the Court herein.~~

W. J. Miller

To the clerk of the Circuit Court for Lee Co.

March 2nd 1896

J.C. Jessee, Administrator &c.

Vs.

W.R. Johnston et al.

The deposition of W.R. Johnston, taken before me, A.M. Goins, Commissioner in the above styled cause, by consent of counsel, at the law office of C.T. Duncan, Jonesville, Va., on the 16th day of January, 1904, to be considered as evidence in the determination of certain matters pending before me in said cause, as such Commissioner.

Present E.L. Pennington, attorney for W.R. and Sallie Jonston;
C.T. Duncan and Geo. P. Cridlin, attorneys for McLin, Kilbourn and Company.

W.R. Johnston, a witness of lawful age, being first duly sworn, deposes as follows:

Q.1.-- State your age, residence and occupation.

A.-- I am 56 years old, reside in Pocket in Lee County Virginia, and am a lumberman.

Q.2.-- On the last sheet of exhibit "A", filed with the answer of McLin, Kilbourne & Co. in this case, there is a credit entered on said statement, under date of January 1st, 1903, of four mules and a log-wagon, at \$325.00. Are these items some of the same mules and wagons mentioned in the deed of trust executed by your wife and others to secure McLin, Kilbourne & Co. upon a note of \$1200.00?

A.-- They are some of the same property. But one of the mules mentioned in said credit was a mule I got in a swap of a mule mentioned in said deed of trust, which was agreeable with them and this mule was taken in lieu of the other.

Q.3.-- The second item below the one mentioned, in the above named statement, is a credit of ___ date, by Tom P. Carter, of \$140., with pencil mark after Carter, "Oxen". Was this sum for part of the stock mentioned in said deed of trust?

A.-- Yes, it was for four head of the oxen.

Q.4.-- Under date of September, 14th, there is another credit entered on said statement of \$130. for oxens. Were these oxen part of the stock mentioned in the said deed of trust or not, and if so, how many of them was there.

A.-- This credit was for four oxen. Neither of them was mentioned in said deed of trust, but there was a horse and road-wagon included in the deed of trust, and McLin, Kilbourne & Co. agreed to release the horse and wagon, and did do so, and took instead two of the oxen in lieu of said horse and wagon. The oxen were rated at \$65. per pair.

Q.5.-- There are two log wagons mentioned in said deed of trust, and there has only been mentioned as a credit in said statement one log wagon. Did said McLin, Kilbourne & Co. get the other log wagon, and if so what were they to pay for it?

A.-- They did get the other wagon. The best I remember is that it was \$52.50 they were to allow me for it.

Cross-Examination.

X.Q.1.-- When did you let McLin, Kilbourne & Co. have this last log wagon of which you have just spoken?

A.-- I priced it to him last January and left it there on the yard, and some time during the summer season he took it away.

X.Q.2.-- When did you and he agree on the price of it?

A.-- I think it was last November.

X.Q.3.-- When did you let them have the oxen at \$130.00?

A.-- They got them just as they did the wagon, some time last summer in my absence.

X.Q.4.-- When did you and they agree on the price of the oxen which are credit to you at \$130.00?

A.-- We never did.

X.Q.5.-- Then if I understand you correctly, you never proposed to sell, nor they never proposed to buy from you, and you never did sell, and they never did buy from you, the four oxen, which is credited to you at \$130.00, is this correct?

A.-- That is the way of it. They attached on them I suppose.

X.Q.6.-- Those four oxen, as I understand you, were not embraced in any of the deeds of trust. Is this correct?

A.-- That is correct.

X.Q.7.-- I see a credit in this account to you of \$140.00. written

Tom P. Carter oxen. Please state how this credit come to be paid by Tom Carter for you?

A.-- Tom P. Carter agreed to pay \$144.00 for me and got the cattle himself.

X.Q.8.-- Who did he get the cattle from?

A.--Tom P. Carter, Mr. Kilbourne and myself were together and we all agreed that Mr. Carter should take the cattle and pay Mr. Kilbourne the money.

X.Q.9.-- Were these cattle, which Carter got, embraced in any of the deeds of trust, contracts, or agreements between McLin Kilbourne & Co. and yourself, or McLin Kilbourne & Co, and your sons, W.T. and J.H. Johnston, if so which ones of them?

A.-- They are the same cattle that were embraced in the last deed of trust between McLin, Kilbourne & Co. and myself, and all that there were alive at that time, and they were perhaps embraced also in the first deed of trust.

X.Q.10.-- Were the four mules and the log wagon embraced in any other, except the last deed of trust, and were they embraced in it?

A.-- They were embraced in the last one I know, but I don't know whether they were all embraced in the other or not.

X.Q.11.-- Now, at the time that you let McLin, Kilbourne & Co. have the mules and log wagon and when Tom P. Carter paid them the \$140., was there any agreement between you and them as to where said credit should be placed?

Obj.-- The foregoing question is objected to because the agreement or non-agreement to place the credit upon a particular account can in no way affect the rights of Sallie Johnston, unless it is shown that she waived her right to have the proceeds of the sale of the property applied otherwise than to her debt.

P.L. Pennington attorney.

A.--There was no agreement as to where it should be placed.

X.Q.12.-- Was it not agreed beyween you and them that said sums should be placed as a credit on your account with them?

A.-- They were to take the property and give me credit for it, and it was not stated where.

X.Q.13.-- In this transaction, in reference to the deed of trust, in which your wife joined, and in all the matter pertaining thereto, were you not the agent of your wife Sallie Johnston?

A.-- I reckon it might be considered that I was.

X.Q.14.-- Have not you and McLin, Kilbourne & Co. settled and adjusted the amount between you, which was to be reported by Commissioner Goins as ~~the~~ the lien in this case under the deed of trust?

A.-- We settled as far as we could.

X.Q.15.-- How far was that?

A.-- It is the items showed on said account of log account, \$122.50 log account, hauling &c, in full \$354.40.

X.Q.16.-- Now repeating again my question above, did not you and them agree to a certain amount that was to be reported in this case by Mr. Goins as a lien under the deeds of trust?

A.-- We did not.

Re-examination.

Q.-- Judge Duncan asked you if you were not Sallie Johnston's agent. I will ask you to state whether she directly or indirectly authorized you to release the lien upon the property conveyed in that deed of trust, or to apply the proceeds of the sale of that property to any other purpose than that mentioned in the deed of trust?

A.-- If we ever talked anything about that in any way I have forgotten it now. There may have been something said about it but I don't remember it now.

Re Cross examination.

Q.-- Was not Sallie Johnston interested with you and your sons in that logging contract out of which this litigation grew and was not a good deal of the money paid you by McLin, Kilbourne & Co., used by you and her in paying for her land that is included in said deed of trust?

A.-- She was my wife, she cooked for us, lived with us and out of the proceeds of the work and that is all the interest she had in the contract. There might have been some of the money made out of this

paid on the land, but if so it was precious little. I think it was paid out of money I made on another job.

Q.-- Mr. Johnston, did you not tell me here in my office while you were logging over there for McLin, Kilbourne & Co., and just shortly before the deed of trust was executed, that you were making money on that logging contract with McLin, Kilbourne & Co. and that you were getting money from them which was enabling you to pay for the land which your wife had bought and that you would soon have it paid for, and you would then get me a little money?

A.-- I do not remember now of telling you any such thing.

Q.-- After Mr. Goins made his former report in this cause, did not you and Kilbourne come here together in my office, look over this matter fully and did you not then state that the matter was correct in so far as the liens were concerned, but there was other work there that you wanted to do, and did you ~~raise~~^{raise} any question at all at that time about having these mules credited on the deed of trust?

A.-- I remember that I did come here and look over the account, and I don't remember that I raised any question about the mules not being credited on the deed of trust, or any other of the personal property.

And further this deponent saith not.

Wm R Johnston

Virginia, Lee County, to-wit:

I, A.M. Goins, special commissioner in the above styled cause, do hereby certify that the foregoing deposition was duly taken under oath, and subscribed before me, in the manner, and at the time and place as above mentioned.

Given under my hand, this January 16th, 1904.

A. M. Goins

Commissioner.

J. C. Jesse, Admr.

vs. { Deposition of
W. R. Johnson.

W. R. Johnson et al.

The deposition of W.K.Kilburn, taken before me, A.M.Goins, special commissioner, at the law office of G.T.Duncan, in the town of Jonesville, Va., pursuant to agreement of counsel, to be considered by me in the determination of certain matters now pending before me as said commissioner in the chancey cause of J.C.Jessee, Adrm., vs. W.R.Johnson et al., this Feb. 11th, 1904.

Present: Duncan & Gridlin, attys. for Mc.Lin, Kilbourn & Co.

R.L.Pennington, atty. for Sally Johnson et al.

W.K.Kilburn, a witness of lawful age, being first duly sworn, deposes and says:

Que. Please state your age, residence and occupation.

A. I am 46 years old; live at Line Fork, Ky.; occupation a dealer in general merchandise and saw logs.

Q. Are you one of the firm of McLin, Kilburn & Co., and if you say you are, state particularly what are your duties in respect to said firm?

A. I am; I have been the general manage of said firm for some time.

Q. State whether or not any sum has been paid to your firm on the debts secured by the deed of trust executed to Geo.P.Gridlin, trustee, by W.R.Johnson and Sallie Johnson, dated on the 11th day of Feb. 1902?

A. Not that I have any knowledge of.

Q. State whether or not W.R.Johnson, or any of his family, were engaged in doing any work for your firm, and if you state they were, state which ones of them were so engaged, what work they were engaged in, when they began as near^{ly} as you can remember, and when they quit, if they have ceased working for you?

A. They were so engaged in logging for us; W.R., J.H., ~~and~~ W.T., Bird Johnson, and one or two others whose names I do not now remember, and Mrs. Sallie Johnson and her daughter, Mrs. Carter, (T.P.Carter), were there with them, cooking for them and so on. They began work in May, 1899, and quit work about Jan., 1903, but Mr. Carter worked on some time after that.

Q. While said parties were engaged in logging for you, state whether or not they kept an account ^{with} ~~for~~ your firm?

A. They did.

Q. Do you know the result of that account, and whether they are indebted to you on that account?

A. They are indebted to us, and the account filed in the papers of this cause shows the amount, which amount appears to be \$487.81.

Q. Is this sum in addition to the \$1200 note, secured by said deed of trust?

A. It is.

Q. I see on the account, that you have given to Johnsons the following credits: "Jan. 1, 1903, four mules and log wagon, \$325; Tom Carter, oxen, \$140; Sept. 14th, oxen, \$130." Did your firm receive that property, and if you state you did, please state if there was any agreement between you all as to where said payments was to be applied?

A. We did receive the property. As to the \$325 for mules and wagon and the T.P. Carter oxen, \$140, there was an agreement that it was to be applied on the account. As to the \$130, for oxen, they were taken on a specific attachment and applied as a credit on the account.

Q. Have you had a settlement with Mr. Johnson of all matter of deliaing between you, and if you say you have, state whether or not that settlement was satisfactory with Mr. Johnson and did he raise any objection at all at the time of that settlement to the manner in which the credits to which I have just referred were applied?

A. We did have a settlement; we gave him credit for every thing he asked, and he knew how the credits were applied and made no objection; the only thing he asked for was more time, and he wanted us to try to aid him in reference to the sale of his land.

Q. Did Sallie Johnson have notice of the fact that the mules and other property, to which reference has been made, was turned over to your firm?

A. I did not give her notice myself, but Johnsons seemed to thoroughly undestand one another, and I do not remember whether or not Sallie Johnson was at the logging camp at the time the mules and

waggon were turned over to McLin, Kilburn & Co. In fact they run after us for some time to take this property, and my recollection is that T.P.Carter and one of Mr.Johnson's sons took the mules, and I think one wagon, to McLin, Kilburn & Co's store and turned them into the lot, possibly put the mules in the stable, or some of them.

Q. In reference to said property, would you have purchased it at all, or if you purchased it at all, would you have given the price for it at which it is credited in any other way than with the understanding that it was to go as a credit on the account which your firm had against the Johnsons?

A. I would not have purchased it at all, except to get it on the account.

Q. If ~~that~~ property had a cash value at all, state what would have been its fair cash value, taking first, the mules and wagon which ~~are~~ credited at the price of \$325?

A. It perhaps had a cash value, but I do not know what. I would not have invested cash in it at all myself.

Q. I now hand you three notes for \$99.52 ~~each~~ each, executed by Sallie Johnson, and signed by McLin, Kilburn & Co., and executed to R.L.Pennington, Comr., and filed with your answer as exhibits A6, A7 and A8, and ask you to state if they were paid by your firm to the said Comr. Pennington?

A. They were.

Q. The payments thus made by you to Mr.Pennington, as Comr., are charged in the account to which you have referred, are they not?

A. They are.

X-EX.

Q. In your deposition in chief you say that Mr.Johnson knew how ~~how~~ the credits were applied ~~and~~ that you and he settled upon, I will ask you to state if all that Mr.Johnson knew about it was that you entered them upon the paper which you filed with your answer in the case, was it not?

A. Mr Johnson asked me to take the property and give him credit for it on his account, that is the mules and wagon, and the oxen bought from T.P.Carter was applied the same way with the understanding

4.

between Mr. Johnson, Mr. Carter and myself. The other credit for \$130 was for oxen attached on. His daughter, Bird, claimed one yoke of the oxen, and T.P. Carter asked me to release to her one sorrel horse, and I think the low-wheeled wagon on which we had the mortgage, and said this would satisfy her as to the oxen she claimed, and I gave him a writing to that effect.

Q. The property which you mention above, of the mules and the wagon and the oxen are the same property are they not that were mentioned in the deed of trust?

A. A portion of it is.

And further this deponent saith not.

.....*W.K. Kilbourne*.....

Virginia, Lee County, to-wit:

I, A.M. Goins, special commissioner in the above styled cause, do hereby certify that the foregoing deposition of W.K. Kilbourne was duly taken under oath, and subscribed before me, in the manner, and at the time and place as above mentioned.

Given under my hand, this February, 11th, 1904.

.....*A.M. Goins*.....
Commissioner.

STATE OF MISSOURI,)
COUNTY OF COCKERBURN,)
ss. I, the undersigned, Clerk of the Court, do hereby certify that the within and foregoing is a true and correct copy of the deposition of J. C. Jesse, taken on the 1st day of May, 1904.

.....

J. C. Jesse, Admr.
Deposition of
vs. W. R. Hulbourne
vs. W. R. Johnson et al.

and this matter being settled for us to the order and finding, and I have
and I think the low-shouldered horse on which we had the horse, and
oxen, and T. B. Gaffner asked me to release to her one better horse,
was for oxen attached on. His daughter and I cited one horse of the
between W. Johnson, T. Gaffner and myself. The other credit for \$120

Russell & Jesse Adams &
vs
Wm R. Johnston et al

Depositions of S. M. Johnston.

ston, Harvey Newman, J. L. Jesse, H. J. Russell, W. M. Johnston
J. L. Pennington, Alex. Britt, and A. Johnson, taken before me J. C. Koss

by agreement of Counsel
for both plaintiffs & Defs.
on May 1st 1896 at the
law office of Pennington
Bros. in Jonesville to be
read to witnesses in be-
half of the plaintiffs in a
certain suit, ^{in chambers} now pending in
the Circuit Court for the
County and now before me,
for an account, and wherein
said Russell & Jesse Adams
of the Estate of M. L. Searns
and are plaintiffs and Wm R.
Johnston, Sallie Johnston and
J. L. Pennington are defendants.

Present Pennington Bros for Pliffs
" C. J. Duncan " Defs

Ques. 1. ~~Give your age and residence.~~

Ans. S. M. Johnston a witness of lawful age
being duly sworn, deposes and
says as follows:

I am thirty nine or forty years old
and reside in the Pocket country
within this County.

Question 2

State whether or not you know any thing about W^m R Johnston hauling any lumber for J. D. Pennington during the year 1894.

Ans.

I know that he hauled a considerable quantity for the said J. D. Pennington. I helped W. R. Johnston haul it for Pennington. There were four sets of this lumber, except some lumber from the cull logs, hauled to A & N. L. Johnson at Pennington Gap and the lumber from the cull logs was hauled to J. D. Pennington's planing mill. Two of these sets were measured in the log as I understood ~~to~~ to have three hundred thousand feet in each set. One set about sixty five thousand feet, and another (the fourth set) something over one hundred thousand feet. I would think that about one third of these four sets was hauled to J. D. Pennington's planing mill. There was a fifth set which I guess had about one hundred thousand feet. Of this about one fourth was hauled to Pennington Gap, the remaining

Three fourths went to W^m Pennington
at J. D. Pennington's mill. I think
all of this hauling was completed
by about the first day of August 1894.
In hauling this lumber I worked
as foreman for W^m R. Johnson. And
during the ~~that~~ time this lumber
was being hauled as above stated
I have repeatedly heard W^m R. Johnson
say that he was to have two
dollars per thousand for all of said
lumber that was hauled to J. D.
Pennington's planing mill,
and three dollars per thousand
for all the ^{said} lumber hauled to
Pennington's Gap.

Right about the time he completed
the hauling of this lumber, next for
from Geo. Petersen's house, in the road
I heard W^m R. Johnson tell Dr J. H.
Redwine that during the year he
had saved up \$1000.⁰⁰ or \$1200 ⁰⁰ or
^{not in money but in something he could turn into money}
his years work; and they were talking
about his lumber work when he said
this. Along about the the time he began
this hauling for J. D. Pennington, I
heard both J. D. Pennington and
W^m R. Johnson say that the said

W^m R. Johnson had bought from
said J. L. Pennington three pair
of mules and gearing together with
three wagons for \$900.⁰⁰: that J. L.
Pennington had a lien on them
until they were paid for. And that
one half of the hauling was to be paid
on the purchase price of the mules and
wagons and the other half was to be
paid to the said W^m R. Johnson.
While we were hauling the said lumber
W^m R. Johnson was employed by J. L.
Pennington to do some logging, at the
Wax and Pennington Mill at the lower
yard on Gins Creek. I heard I was there
one day, when W^m R. Johnson came out
out of the mill shack and told me that
he and J. L. ^{Pennington} had just been settling
and that J. L. Pennington owed him
on the logging something ^{about} \$125.⁰⁰.
I don't think J. L. Pennington heard
this as he was in the house at the
time.

Ques 3 State whether you know anything
about W^m R. Johnson buying from
M. L. Parsons in his life time
any timber of the tract of land

commonly called the Mallet land,
in the Pocket country, if so state
all you may know about it.

Ans.

I know nothing about it except what
I ^{have} heard W^m R. Johnson himself say about it,
along about the winter or fall before
M. L. Parsons died I heard W^m R. Johnson
say that he had bought from off said
land from the said Parsons all the
poplar timber thereon as I recollect
it, 18 and up in diameter, at \$400 per
thousand feet on the stump. He said
he had bought this timber out right.
I have heard him say this more than
once. After having heard him say
this, I heard that Parsons was selling
the lumber and I asked why ~~that~~
he did not sell the lumber himself.
He answered me by saying that
Mr Parsons had come to him and
told him he had learned that there
were some old judgments against
him, and that if business went on
in W^m R. Johnson's name that these
old judgments would take the money
and Parsons would not get his four
dollars per thousand. So for
these reasons he ~~always~~ said he told
Parsons, if he ^{thought he} could sell the lumber

for more the he could to go a head
and do so.

Question 4. After Parsons had sold said Johnson said
timber and before he died, do you know
of the said Johnson getting any thing
from said Parsons? If so what?

Ans.

I know he got three head of steers
from him, for which the said Johnson
said he was to pay \$90⁰⁰. He also got
from one to three wagon-loads of corn. He also
contracted for some hay stacks, but he
did not get the hay stacks except a
part of one, before Mr. Parsons died. I heard
Mr. Johnson say he was to pay \$65⁰⁰ for
the hay stacks. I heard both Parsons and
Johnson say that Johnson was to have
the corn straight at fifty cents per bushel
after it was cribbed. I think there was
on an average about 18 bushels to the load.
The corn had been cribbed before it
was got by Johnson.

Question 5. Do you know whether or not the said
Johnson got any corn or supplies from
the Administrators of said Parsons after
his death? If so and how much?

Answer

He got the hay above spoken of, also
the corn out of three cribs, which would
amount to probably 900 bushels or more.

Every wagon load was weighed and turned into the Administrator. Part of this corn was shucked and part was not. Seventy pounds of shucked corn and seventy four unshucked make a bushel.

Question 6. Has all the lumber from the said Mallet land been hauled by said Johnson to Pennington Gap? If not how much still remains there?

There yet remains some poor cull unhailed. There is something like a thousand feet of eight-foot lumber there that is pretty good lumber. I suppose there is from ten to twenty thousand feet unhailed.

Ques. 7. State whether you ever heard ~~of~~ R. Johnston say that ^{anything} ~~he~~ ^{he} ~~ever~~ said J. L. Pennington; If so state all he said and where & when.

Ans. [Objected to because hearsay] and self serving to the said W^m R. Johnson? About the latter part of the winter or the first part of the spring of 1896, I was at the said Johnson's house one day, and while there Alexander Trilt came with an order from John L. Pennington and presented it to Mr. Johnson. He looked at-

it a little and then replied, that he did not owe John L. any thing and that I could not run him any longer. Alex stepped out and then returned with John L. Pennington. John L. came in and looked at the books and said according to the figures he did not know that Wm R. owed him any thing but that he would like for him to help him that amount any way. Finally Mr Tritt gave Johnson gave Tritt the order to the store that he wanted.

All of the foregoing deposition which details statements made by W.R. Johnson as to his dealings with John L. Pennington is objected to because hearsay, and self-serving as to said Johnson

Sinean for J.L.P.

F. E.

Do you know how much W.R. Johnson has paid to J.L. Pennington on the Miles.

Ans. I do not.

2. Where was the several acts you speak of located.

They were on Gins Creek, on the lands of Green Parsons, Will Parsons and James Parsons.

3 Do you know how much lumber was hauled from each one of these sets, and from all of them together. I know nothing from my own knowledge, I did not measure it. I only heard John L. Pennington the surveyor and Wm. R. Johnson talk.

4 There were five of these sets. I believe, did all that lumber come off the, Green, James & William Parsons land.

Ans It did.

5 Do you know how much money or other thing J. L. Pennington paid, to W. R. Johnson for said lumber, hauling.

I do not know.

6 Do you not know, that after W. R. Johnson, purchased from M. C. Parsons the timber from the Mall the 1165 acres. at \$4.00 per Acre, that they made another deal in which, Parsons himself was ~~the~~ which he undertook to sell said lumber himself, and that

he did sell it?

I know that Wm Johnson told me that Parsons undertook to sell it.

Recd -

My whole measurement was said hauling to have been done?

Witness claim

1 day \$1.50

12 mi .48

\$1.98

Pennington and Johnson told me that it was by log measure.

I am a brother of Wm Johnson.

Further this deponent suggests not.

S M. ^{the} Johnson
witness.

Harve Newman another witness of lawfulness, having been duly sworn deposes and suggests as follows:

Ques.

State if you ever heard Wm R. Johnson say any thing about his indebtedness? If so where was it; and what was said? (objected to because hearsay)

Ans. I think some time last spring Alexander Tritt came to Wm R. Johnson and wanted him to give him under or John G. Pennington's account, but he refused to do so. He told Tritt that he could not run John G. any longer, that he did not owe him any thing.

He said there were the books to show for themselves. Alex then went away and was gone as I suppose about to John L's house. When then John L. came and went into Johnson's house but what passed in there I do not know for I was not in there.

Witness claim

1 day \$ 50

8 mi $\frac{32}{40}$

Objected to be sworn morning & self serving.

Town for J. L. P.

Further this deponent says that nat:

Harry Newman

H. J. Russell another witness of lawful age after being duly sworn deposes and says as follows:

Ques. 1.

Do you know whether M. C. Parsons in his life time paid Wm. R. Johnson any thing on the lumber contract between them? If so how much? and how do you know it?

Ans.

Of my own knowledge I know nothing about it. Shortly ^{after} Mr. Jesse and myself were appointed Administrators of the estate of M. C. Parsons at the house of Wm. Johnson he gave me a list of the advancements

or payments made to him which
in the aggregate amount of \$313.66
as follows to-wit:

1894 Oct. 30.	One beef heifer	\$13.40
" "	Check \$10.00, 3 work over \$80.00	90.00
Nov. 23.	Order to Henry Nichol \$40.00	
" 30	" " " " 470	44.70
Dec. 8.	To feeding boys	12.80
" "	Corn \$20.61 Oats 7.20	27.81
Dec 19	Corn \$10.44	10.44
Jan 17. ¹⁸⁹⁵	Corn	16.89
" 21.	Check to R. G. P.	27.50
Jan 24.	" corn	17.75-
Jan 28	Corn	28.43
Jan 31	Corn	7.31
Feb. 2	Ant paid H. S. Cox	18.50
Mar. 2	After the death of Mr. Parsons did you as ^{one of the} adms. or J. C. Jesse as the other adms. pay said Johnson any thing? If so, what and the amount thereof.	
Ans	After the death of Mr Parsons Mr Jesse and myself have let him have quite a quantity of corn and six stacks of hay, which Ray Johnson had contracted for from Mr. Parsons in his his lifetime and as he told me was to give \$90.00 for it.	

Further this deponent sageth nat:

~~H. J. Russell~~

J. C. Jesse another witness of lawful age after being duly sworn deposes and sageth as follows:

I am one of the administrators of the estate of M. B. Parsons (deceased) And as such Administrator on the 11 day of Feb. 1896 in the town of Pennington Gap at the law office of E. W. Pennington I made a settlement with the said W^m R. Johnson and according to the charges and credits on that day he owed \$967.86. The calculations were made for us by E. W. Pennington and on that day there no differences between us except a difference of six cents per bushel in the price of corn.

Since the day of settlement N. L. Johnson has paid us for said W^m R. Johnson, I think it is \$45.00 I have cut out of my book and here file as part of my deposition the account of W^m R. Johnson marked "Account."

Further this deponent sageth nat.

J. C. Jesse

W^m R. Johnson another witness
of lawful ~~to~~ age having been duly
sworn, deposes and says as follows:
I have state the exact balance
due from you to John L Pennington
on the Mules and wagons sold by
him to you and on which he retained
a lien.

When we settled up the hauling, which
was only a partial settlement
I was entitled to a credit of ~~\$756.70~~
\$604.37 and by a careful calculation
this day made there is still due to
Mr J. L. Pennington as of the 13 day
of May 1896 to which time we
counted interest the sum of
\$357.42 on said Mortgage.

On the hauling testified to by my
brother S. M. Johnson. of lumber
from the lands of Green. Jones
and William Parsons, there was a
great deal done by other persons.
At the time ~~when~~ J. L. Pennington
and I made the contract, it was
agreed that if I could not do all
the hauling the said John L Penning-
ton was to have the privilege of
employing other parties to help haul

it. and the hauling thus done as is shown by the books of Mr Pennington by other amounts to something over a thousand dollars.

2 Please state the standing of the account between yourself and the estate of ^{the late} M. C. Parsons now deceased. On the 18th of June 1855. the date of the Mortgage to Mr. Parsons. I was indebted to him in the sum of \$215.76 for the following items.

One beef heifer	13.40
Cheek \$10. three steers \$0.00	90.00
Order to H. Nichols \$40. one ditto ⁴⁷⁰	44.90
Feeding boys	12.52
Corn \$10.61 corn \$10.00 oats 7.20	27.81
Corn \$10.44, corn \$16.89	27.33

and at the same time I was indebted to N. L. Johnson in a store account, and to R. F. Woodson in a ~~store~~ account. These two accounts were assumed by M. C. Parsons. The amount of both of which was only estimated and added to the \$215.76, which these items made the amount of \$900.00 mentioned in the Mortgage. But when the Johnson account was

looked over, it amounted to about
thirty five dollars & 75¢ more than
Mr Parsons and myself estimated
the same to be. In other words
the Johnson account - was a few
cents of over \$579.73 and the Woods
account - a few cents over a hundred
and thirty nine dollars. Mr Parsons
settled the Woods account - as he
agreed to do. I settled the
Johnson account - myself. After
the date of said Mortgage Mr Parsons
paid me the following amounts:

R. L. Pennington Check	\$ 27.50
Corn \$17.75 - ditto	\$ 34.14
Od. N. S. Cox	18.50

Mr. Parsons also let me have 100.00
of the N. S. Johnson \$200. note. I was
further indebted to the said Parsons
\$2.00 for attendance as a witness in
my behalf. After the death of Mr Parsons
on March the 9, I got over to the
Amount of \$9.00 and on the 18, came
to the sum of \$19.31.

Commencing on March the 26 - and
running up to August - 23. I got
from the Administrators of Mr Parsons
31792 pounds of corn in the ear with

the shuck off and 81771 pounds in the shuck. This corn I purchased from Mr. Parsons in his life time at 50cts per bushel. I had also bought from Mr Parsons in his life time six stacks of hay at price of \$90⁰⁰, only a small part of which was delivered during Mr Parsons Life Time, the remainder was delivered by his Admrs Russell & Jesse.

On this indebtedness I have paid the following items:

To N. G. Johnson \$579.73. the amount of the account which Parsons assumed to pay her, and which constituted part of the \$9000 mentioned in the Mortgage given to the said Parsons. The said N. G. Johnson has paid for me to said Administrator the sum of \$166³⁴. ~~Delclure~~ I paid them through Dillard Graham \$13²⁵. I gave them a verbal order to John Delclure for \$1250 which they accepted and took Delclure for it. And if they have not collected from the said Delclure the said sum it is their own fault. because I put the means of making it in their hands and they refused to let me collect it

from him. Since the institution of this suit, the administrators have taken possession of and sold the following property: eleven oxen, two mules, one wagon, four log chains and several parts of old wagons, which was sold by them and brought the sum \$247.50. I also turned over to Dillard Graham at their direction another steer which was killed as am informed while being shipped to market. And I am informed that Graham has received damages from the railroad company for this steer along with others that were injured. But whether he has paid the Admsrs. for this steer I do not know. But at any rate, whether he has paid them or not, the value of that steer is a proper charge against the Admsrs. and a credit to me. The said steer was reasonably \$16.00.

- 3 I see the Administrator in their account against you, under date of Feb. 3 1896. charge you with \$28.00 paid M. G. Dutton for grading lumber, April 27, ¹⁸⁹⁵ Joseph Lawson & Lawson for work \$6.00. July 11 1895. M. G. Dutton

for work \$4⁰⁰. Are these items
a proper charge against you?

They are not, nor is any one of them.
These men never did any work for me.

4 Were you to pay or guarantee payment
to Mr. Parsons of \$4⁰⁰ per thousand
feet for the merchantable poplar, ash
and cucumber timber on the Mallet 1165-
acre tract of land! ^{Objected to because the}
^{writing was that left evidence of the terms if not}
I was not. I first bought from ^{changed}
Mr. Parsons the said merchantable ^{P. P. H.}
timber on said tract of land and
was to pay him \$4⁰⁰ per thousand
feet. Afterward Mr. Parsons learning
that there were various judgments
and executions against me, changed
this trade to the following terms:
I was to cut and log to the various
sawmill sets, said merchantable timber
on said tract, except the timber on
a boundary which he contracted to
J. G. Pennington, and for this service
he was to pay me \$3⁰⁰ per thousand feet.
I was then to haul the lumber made
from the said timber to A. and N. G.
Johnson for which Mr. Parsons was to
pay me \$1⁷⁵ per thousand. Both items
of hauling and logging the said timber

and lumber was to ^{be} paid me by H and N. L. Johnson, out of the price they were to pay M. L. Parsons for said lumber. I ~~log~~ cut and logged 649,000 feet in round numbers. I was to haul the lumber by board measure, ~~the~~ which is about 10,000 ft. less than the log measure given above. I do not know for how much, lumber Johnsons have paid the said Admr. There is a balance ~~paid~~ due me as I think for hauling the said lumber but the amount of which can only be determined from the books of the said N. L. Johnson.

- (5) S. M. Johnston testifies that he was present one day when Alexander Tritt applied to you to pay him a small amt for J. L. Pennington for which he said the said Tritt had John L. Pennington's order, that you refused to pay it and said you did not owe J. L. Pennington any thing and could not afford to run him any longer, etc. Now please state how this was?

I do not remember very much about this matter, but I see from my books that I charge Alex Tritt

with an order of \$1.60 which is charged at a time I was working J. L. Pennington over at so much per day, and Mr Tritt informs me that he applied to me to pay him out of the said oxen account. The oxen account at that time was overdrawn a few dollars and if I used the language testified to by Mr. Johnson, it was used in reference to this oxen account and not to the general account between Mr. Pennington and myself. I know I never used it in reference to the general account between Mr. Pennington and myself.

Further this deponent saith nat.

Wm R Johnston

Alexander Tritt another witness of lawful age, having been duly sworn deposes and saith as follows.

1 It has been testified in this case that J. L. Pennington gave you an order to W. R. Johnston some time last year for a small sum of money.

That you carried it to said Johnston and he refused to pay it, saying he did not owe J. L. Pennington any thing or words to that effect.

Please state all you know about said

order.

J. L. Pennington gave me a verbal order to W. R. Johnston for \$1.60 to be paid out of the services of said Penningtons oxen which said Johnston was working. I went to said Johnston with said verbal order from said Pennington on July 30, and he told me that he had over paid J. L. for the work of his oxen. But if I wanted an order on my own book he would give it, which he did. Mr Johnston made no reference to the general dealings between himself and Mr Pennington. He only spoke about the matter of the work of Mr. Penningtons cattle.

Witness claim

1 day .50

16 mi $\frac{48}{98}$

Further this deponent says that nat.

Alexander ^{and} Tritt
mark.

J. L. Pennington another witness of lawful age having been duly sworn deposes and says as follows:

- 1 Please state the exact amount still due you from W. R. Johnston on the \$900.00 mortgage dated Dec 13 1893. for mules wagons etc.
I have carefully counted the same to

day in conjunction with Mr Johnson
and find the sum to be \$357.42.
as of the 13 day of May 1896. I had
heretofore as is shown in some of
the pleading of this cause had made
the amt a little over \$358⁰⁰.

But I am satisfied that the calculation
this day made between Mr Johnson
and myself is exactly correct.

X Examination,

Has not Johnson paid you
more than \$900 the amount men-
tioned in the "Mortgage"?

He has worked out more than that
but has not paid me that much on
the deed of trust.

ques 2 I saw much how Johnson paid
you up to the debt of the sale to
price of the lost pair of mules
in Nov. 1894?

My answer will be shown by the account-
filed as a part of deposition and marked
(Account-) to be \$

Further this deponent says the nat.

J. S. Pennington

A Johnson another witness of lawful age being duly sworn deposes and says as follows.

Ques. 1.

Please state as nearly as you can the amount lumber hauled and delivered to you by W. R. Johnson for M. B. Parsons from the Mallett lands, in the years 1895 & 6.

Ans.

He hauled that ^{there was hauled} is under his contract - 62,809 feet.

Ques. 2.

How much timber was cut and logged from the Mallett-land by W. R. Johnson for Parsons?

Ans.

He cut and logged 641,213 feet.

3. What was Parsons to pay Johnson per thousand feet for cutting and logging the timber and how much for hauling the lumber from the cuts to ~~the~~ the rail road?

Ans.

He was to pay him \$3.00 per thousand for the logging and \$1.25 for the lumber hauling.

Ques. 4.

Were not you to pay W. R. Johnson for cutting and logging said timber and hauling said lumber to the rail road? If so for whom were you to make said payments?

Ans.

I had the privilege of paying him

628
145

and did pay him. I made said payments for M. L. Parsons. I made said payments by virtue of contract with M. L. Parsons. I made this contract for my own protection as Johnston was drawing his pay. The price paid to Johnston for logging timber and hauling said lumber was to come out of the price to be paid by me to M. L. Parsons for the lumber delivered at the rail road.

Do you know how much you have paid said Johnston for said logging and lumber hauling? If so please state the amount.

On the logging I have paid \$1923.63, and I have over paid him on the lumber hauling.

X-Ex 1

Please state what was the reason ~~that~~ in making the contract between you & M. L. Parsons concerning the sale of the ^{lumber} Parsons, Johnston, to you & your wife the name of M. L. Johnston was left out; state all you remember was said in the drawing up of said contract, which was said in the presence of M. L. Johnson concerning his

name being dropped ^{or omitted} from the contract.

We first drew up a contract at the store of H. L. Johnson, between M. L. Parsons and W. R. Johnston parties on one side and my wife and self parties on the other side for the sale to us of the lumber cut from the timber on the Mallet land. We then took said contract to E. W. Pennington's office. It was there suggested that the name of W. R. Johnston be left out of the contract, owing to fact that it was thought that the judgments and executions against W. R. Johnston might give us trouble in handling the lumber.

Ques. 2

Was anything said between Parsons and Johnston about cancelling their contract between themselves?

There was nothing said in my hearing. Further this deponent saith not.

A. Johnson

J. L. Pennington called to explain account filed in giving his deposition, ^{deposition and} saith as follows:

Question

Were the items ~~of~~ described in your copy taken from your book, which you filed with your deposition, placed upon the book at the time each transaction transpired; and was this

the book kept while this transaction was being carried on?

The book is one that I kept but the items were not all placed on the book as they transpired, that is they were as a rule first noted on small books and ^{then} copied from them to the book here shown.

Ques. 2. When did you charge the last pair of mules and wagon got by Johnson on his account?

Ans. I can't say just when I put it on the book but it was some time after ^{he} got the mules and wagon. The charge was made before this suit was instituted.

Ques 3. Why do you charge Wm B. Johnson with various amounts of hauling & give him credit for entire amount of hauling from certain sets on ~~the Hot Pass~~ ~~place~~ the Gin Creek sets.

I gave him credit for the full amount of log measure and charged him the full amount board measure that that other parties hauled. This was ^{done} according to a verbal contract between W. B. Johnston and myself. I had an agreement with W. B. Johnston that if he could not do the hauling from Gin Creek as rapidly

as I wanted it done, I should have the privilege of hiring other teams to do part of said hauling. This agreement was made after the deed of trust was executed to me by W. R. Johnston.

Ques.

Did you purchase or take off of John Davis' horses part of Johnston's contract, if so upon what terms, at what time & all you remember about which was said in reference to the terms of the said contract?

On the contract between M. C. Parsons and W. R. Johnson, & concerning the timber on the Mallet land, I took that part of said timber that lay on the waters of Straight Creek, and was to pay said Parsons \$4.00 per thousand feet stumpage for the poplar ^{which was the terms} cucumber and ash, as I understood the contract between said Parsons and Johnson. M. C. Parsons and W. R. Johnston were both together with me when I made this contract.

Re ~~the~~ Examination.

Ques. 1.

Please state the amount of hauling your books show W. R. Johnson to

be credited with hauling?

Ans. \$2314.99 as I count it.

Ques. If I understand your statement above said Johnson did not actually do all the hauling credited to him. Am I right?

Ans. Yes.

Ques. How much hauling was done by others which was charged by you to said W.R. Johnson?

Ans. \$1038.53 as I count it.

Ques. Then how much hauling of lumber did Johnson actually do and how much should he be credited with on account of said hauling said lumber?

\$1276.41 as I count it.

Ques. How much then ^{would} ~~has~~ he ^{have} paid you on your deed of Trust or Lien on said mules & wagons?

Ans. counting one half of lumber hauling?

Ans. \$638.20 if I have made no mistake in my calculations.

Further this deponent suggests not.

J. S. Remington

The first thing I noticed when I stepped
 out of the car was the cold. It was a
 sharp contrast to the warm blanket I had
 been sitting under. I looked around and
 saw a few people walking in the distance.
 They were all dressed in winter coats and
 hats. I felt a little out of place in my
 casual attire. I walked towards the
 entrance of the building, my hands
 tucked into my pockets. The door was
 slightly ajar, and I pushed it open.
 Inside, the room was dimly lit. A
 small fire was burning in the hearth,
 casting a warm glow. I walked
 towards the fireplace, my eyes
 drawn to the flames. The room was
 quiet, except for the crackling of the
 fire. I stood there for a moment,
 feeling a sense of peace. I then
 turned and walked towards the door.
 As I opened it, I saw a man standing
 in the hallway. He was looking at me
 with a curious expression. I nodded
 and walked past him. The door closed
 behind me, and I was alone again.
 I walked down the hallway, my
 footsteps echoing. I reached the end
 of the hall and turned right. I opened
 the door and stepped out. The cold
 air hit me, and I shivered. I looked
 back at the building, feeling a sense
 of mystery. I then turned and
 walked away, leaving the door open
 behind me.

A. J. Russell being recalled on rebuttal being duly sworn deposes and says as follows.

Does 1

W. R. Johnson in his deposition in question 3 says that the charge of \$28⁰⁰ of Feb. 3 1896 for grading lumber by M. G. Dodson and the charge of \$6⁰⁰ paid Joseph Lawson July 11 1895; and the charge of \$4⁰⁰ paid at another time to M. G. Dodson are not proper charges. Please state why these charges were made and whether or not W. R. Johnson assented to same.

In the contract between W. R. Johnston, M. L. and A. Johnson with M. G. Parsons, in which M. G. and A. Johnson bought said lumber of M. G. Parsons, or as I understood it which the said Johnsons bought from W. R. Johnston through M. G. Parsons in that contract it was agreed that M. G. Johnson was to furnish a competent man to grade said lumber. The other parties reserved the right to furnish a man to look after their interest in the matter. Mr. Jesse and myself employed M. G. Dodson and Joseph Lawson

and Mr W.R. Johnson agreed to pay the amount. Johnston said he wanted to attend to the matter himself but did not have time. He said to let Dodson go on and do the work and he would pay for the work. He assented to the Dodson account also. H. J. P

Further this deponent saith not.

A. J. Russell

J. C. Jesse being called on rebuttal being duly sworn deposeseth and saith as follows:

I ask you same question as asked Mr Russell above. Please answer.

They are proper and were assented to by W. R. Johnson.

Further this deponent saith not.

Virginia Lee county court J. C. Jesse
J. J. C. Noel Special Commissioner appointed
for the purpose by order of the Circuit Court
of said county on 7 day of March 1896
in said state do hereby certify that
the foregoing depositions of S. M. Johnson,
Harvey Newman, H. J. Russell, J. C. Jesse,
W. R. Johnson, J. L. Pennington, Alex.
Tritt and A. J. Johnson were duly
taken, sworn to and subscribed
before me at the times and places

Russell & Jesse
vs } Depositions

W. B. Johnston et al

Received from J. L.
Noel the J. P. before
whom taken and
filed May 22nd 1896

A. B. Murree Ck

and for the purpose in the
caption here mentioned.
Given under my hand this 21 day
of May 1896
J. L. Noel (Special Comm)

J. C. Jesse, Adms. &c.

vs.

W. P. Johnson & al.

To the Honorable H.A.W. Skeen, Judge of the Circuit Court of
Lee County, Virginia:

Your undersigned Commissioners in the above styled Chancery
cause beg leave to report that since the last term of this Court
they have disbursed all the costs in their hands to the parties en-
titled thereto, taking proper receipts for the same, and that they
have properly disbursed the fund in full, which was in their hands,
from the sale of the land made in this cause, by paying to J.C.
Jesse administrator of the estate of M.C. Parsons, deceased, the
full amount of the debt adjudged him in this cause with its interest.
Having thus fully discharged all the duties required of them by
the decree appointing them as such Commissioners, your Commissioners
ask to be discharged from the obligation of the bond executed by them
in this cause.

All of which is respectfully submitted.

Robt. L. Pennington)
Geo. P. Cridlie) :- Spe. Comrs.

C. C. Jesse, Admr &c
vs. { In Chg.

W. R. Johnston et al

Report of Disbursements

Filed Dec. 6, 1906.

H. C. J. Ewing, Clerk

*5.6.1904
J.C. Jesse Admrs. &c. - Plaintiff
vs. W.R. Johnston, et al - Defendants
In Chancery.*

J. C. Jesse Admrs. &c. - - - - - Plaintiff.

vs. In Chancery.

W.R. Johnston, et al - - - - - Defendants.

To the Honorable H.A.W. Skeen, Judge of the Circuit Court of Lee County, Virginia:

Your undersigned Special Commissioners in the above styled cause, beg leave to report, that pursuant to the decree entered in said cause, February 16th, 1904, after due advertisement of the time, terms and place of sale, they proceeded, at the front door of the Courthouse, at public outcry, to sell enough of the lands ordered by said decree to be sold, to pay off the balance of the liens reported in the cause. They first offered for sale the tract of land known as the Doss tract, ^{and all the interest of Sallie Johnston in the property shown on house tract -} containing about _____ acres, and Sallie Johnston became the highest and best bidder therefor, offering the price of \$992.08, and your commissioners knocked the same off to her at that price. Said purchaser paid in cash, on Dec. the 17th, 1904, the sum of \$107.00, a sum sufficient to the pay the costs of this suit, and the Commissions of sale, and executed her two notes, for the sum of \$442.51 each due in 6 and 12 months from date respectively with W.R. Johnston and A. N. Cunningham as security thereon. These notes your Commissioners think are good.

Your Commissioners further report that the debt of McLin, Kilbourne & Co. reported in this cause, has been fully paid off since the said decree of February 16th, 1904, and that there has also been paid the sum of \$107.00 on the said debt of J.C. Jesse, admr. &c. With these payments having been made, the sum obtained by your Commissioners for the tract of land sold by them, is sufficient to pay off all the balance of the liens against the lands as reported in this cause, and no further sales are necessary.

Your Commissioner respectfully recommend that the sale made by them as herein reported, be confirmed.

Respectfully submitted.
Geo. P. Bradlin) Special
W. R. Johnston) Com-
missioners.

J. C. Jusser Adm^{re}
vs. { In chg.

W. R. Johnston et al
Court Report of Sale
Filed Dec. 17, 1904
H. C. T. Ewing clerk

J. C. Jessee, Admr - - - - - Plaintiff.

Vs.

In Chancery.

W.R. Johnston et als - - - - - Defendants.

To the Honorable H.A.W. Skeen, Judge of the Circuit Court of
Lee County, Virginia:

Your undersigned, Special Commissioners, who were by a decree entered by your Honor in the above styled cause at the last May term of your Honor's Court, appointed for the purpose and directed to make a re-sale of the lands, heretofore sold by us to Sallie Johnston, said re-sale to be made at the risk of said purchaser and her sureties, beg leave to report as follows:-

After having advertised the re-sale of said lands by posting notices as required in said decree, your Commissioners proceeded on the 20th day of August, 1906, to make private sale of said lands, all parties agreeing to said sale being made privately, and it being made at the Special request of W.R. and Sallie Johnston. Said sale was made to Johnson Jessee for the sum of \$1022.07, being a sum sufficient to cover the amount owing by said former purchaser, together with all interest and cost accruing since that sale, and also being an amount sufficient to cover the full amount of the ^{balance of} debts adjudged to the creditors in this cause. Said Johnson Jessee complied with the terms of said purchase by paying down one-half of said purchase price, to-wit, the sum of \$511.03, and by executing his note for the sum of \$511.04, payable to your Commissioners, due six months after date, with W.H. Wax as surety, which Commissioners believe to be good. Your Commissioners beg to state further that said purchaser informed them that it is his desire to come in during the present term of Court and pay off said note, and ask that deed be made to him for said land. Your Commissioners are advised that it is agreeable to all parties that this should be done, and recommend that said purchaser be allowed to pay said money should he so desire, and that deed be made to him for the said land.

Respectfully Submitted.

Robert L. Cunningham
Geo. P. Erickson } Comrs.

J. C. Jesse, Admr
vs. { In Chy.

W. R. Johnston et al

Report of Re-sale

Filed Sept. 20, 1906.

H. E. Ewing, Clerk

COMMISSIONER'S REPORT.

J.C.Jessee, Admr., Complainant,
vs. } IN CHANCERY.
W.R.Johnson et al., Defendants.

To the Hon. H.A.W.Skeen, Judge of the Circuit Court for Lee County, Virginia:

The undersigned special commissioner, appointed by decree entered in the above styled cause on Nov. 13, 1902, after giving notice of the time, place and purpose of his sitting, as required by the terms of said decree, and as will be seen from a copy of said notice herewith filed marked "N", proceeded on the 1st day of Dec., 1902, at his office in the town of Jonesville, the time and place designated in said notice, to execute the requirements of said decree; and the proceedings having been thenceforward regularly adjourned and continued from day to day, and being at length completed, the result is herewith respectfully submitted.

The commissioner is directed by the foregoing decree to ascertain and report--

1st, The several judgment liens against the lands set out by the complainant in his amended bill;

2nd, Whether or not said lands will rent for a sum sufficient to pay the judgment liens in 5 years, exclusive of other liens;

3rd, The priorities of liens;

4th, Whether or not there has been any payments made on the deed of trust set out by the complainant in his amended bill; and

5th, Any other matter deemed pertinent by himself or specially required by any party in interest.

Report upon First Reference--

The commissioner finds only one judgment lien against the real estate of the said Sallie Johnson, and that one is the judgment of the complainant, rendered at the June term, 1902, by the Circuit Court of Lee County, and properly docketed and properly indexed in the Judgment Lien Docket of said county on July 26, 1902, for the sum of \$861.26, with interest from June 1st, 1896, until paid, and \$9.13 cost, and this judgment, with interest thereon to March 2, 1903, (the first day of Circuit Court), amounts to the sum of

\$938.31. The commissioner finds on the Judgment Lien Docket a second judgment in favor of J.C.Jessee, Admr., against the said Sallie Johnson and W.R.Johnson, jointly, rendered at the same term of the court as the preceeding judgment, but not docketed until Nov. 12, 1902. This last judgment is for the same amount, with interest from the same date as the former judgment, and appears to be, so far as Sallie Johnson is concerned, for the same debt--by oversight in the clerk, or otherwise, the same being spread upon the docket a second time as to her. Hence the commissioner reports only the one judgment against the said Sallie Johnson.

Report upon Second Reference--

The commissioner ascertains that the lands set out by the complainant in his amended bill, as belonging to the said Sallie Johnson, the same being principally wild and mountainous lands, with very little rental value, will not rent for a sum sufficient to pay the judgment lien against them in 5 years, exclusive of the other liens against them.

Report upon Third Reference--

The commissioner reports: (1), that the balance of the unpaid purchase money due to R.L.Pennington, commissioner, is the first lien on the tract of land purchased from said commissioner by Sallie Johnson on the 17th day of Feb., 1902, in the chancery cause of Cowan, McClung & Co. vs. W.R.Johnson et al., said balance of purchase money, as of March 2, 1903, (the first day of Circuit Court), is \$211.49, but this money will not be due until Feb. 17 and Aug. 17, 1903; (2), the deed of trust to Geo. P.Cridlin, trustee for the benefit of McLin, Kilbourn & Co., is the second lien in order of priority on the preceeding boundary of land, (said boundary being included in the deed of trust), and is the first lien in order of priority on the other lands set out and described in said deed of trust; and (3), the judgment of J.C.Jessee, Admr., is third in order of priority on the tract or boundary of land first above referred to, (the one subject to the purchase money lien of R.L. Pennington, commissioner), and is second in order of priority on the other lands described and set out in the deed of trust to Geo. P.Cridlin, trustee for the benefit of McLin, Kilbourn & Co.

In this connection the commissioner would report that the foregoing deed of trust to Geo. P.Cridlin, trustee for the benefit of

McLin, Kilbourn & Co., covers a considerable amount of personal property, described and set out in said deed of trust. This personal property the commissioner reports should be sold first, if to be found within the reach of the court, and the proceeds, whatever they be, applied toward the payment of said deed of trust, and this in order to leave as much of the funds arising from the sale of the real estate as possible to go toward the payment of the judgment lien, as it is doubtful whether the proceeds of the real estate will be sufficient to satisfy the whole of the indebtedness against it. It will be seen by reference to the deed of trust, (a copy of which is filed in the papers of this suit), and from a calculation of the indebtedness covered thereby, that, on March 2, 1903, the indebtedness will amount to \$1833.10, but this amount includes the \$211.49, above reported in favor of R.L. Pennington, commissioner. Thus the commissioner ascertains that the total indebtedness of the said Sallie Johnson, as of March 2, 1903, provided no payments have been made on the deed of trust, is \$2771.41, as nearly as can be arrived at from the evidence before the commissioner.

Report upon Fourth Reference--

The commissioner is unable to ascertain whether there has been any payments made on the deed of trust set out by the complainant in his amended bill or not, the parties to said deed of trust all being out of the state, except the trustee, who reports to the commissioner that he knows nothing of any payments having been made on said indebtedness. Hence the commissioner, on the face of the deed of trust alone, reports the whole of said indebtedness still due.

Report upon Fifth Reference--

The commissioner not being required by any party in interest, or himself deeming it pertinent, to report upon any additional matter, here respectfully submits this report, this December 6, 1902.

.....*A. M. Goins*,
Special Commissioner.

NOTICE.
oooooooooooo

J.C.Jessee, Admr. of the Estate of M.C.Parsons, Complt.,
vs. In Chancery.
W.R.Johnson, Sallie Johnson, Floyd Day, J.B.McLin, Jr.,
W.K.Kilbourn and Geo.P.Cridlin, Trustee, Defendants.

At a Circuit Court continued and held for Lee county ^{at} the court-
house thereof, on Friday Nov.14, 1902, the following, among other
things, was decreed:-

--EXTRACT FROM DECREE--

*****And upon motion of the said complainant, it is adjudg-
ed, ordered and decreed that A.M.Goins, who is hereby appointed a
special commissioner for the purpose, will, after having given the
resident parties and their attorneys 5 days notice of the time and
place of sitting, proceed to ascertain and report the several liens
against the said lands, and whether or not the same will rent for
a sum sufficient to pay the judgment liens in five years, exclusive
of other liens; he will also report their several priorities, and
whether or not there has been any payments made on the deed of trust
set out in the plaintiff's bill; and he will report any other matter
deemed pertinent by himself or specially required by any party in
interest."*****

A Copy, Teste:

A.B. Munsey, Clerk.

COMMISSIONER'S REPORT.

The parties interested in the decree from which the foregoing
is an extract, will take notice that, on December 1st, 1902, at my
office in the town of Jonesville, I shall proceed to execute the same,
when and where they are required to attend, with such books, papers,
vouchers, and evidence as will enable me to comply with the order
of the court. This ~~DEC~~ Nov. 24th, 1902.

A.M. Goins,
Special Commissioner.

J. C. Jessee, Admr.,

vs. { Comrs Notice for
Acct.

W. R. Johnson et al.

I accept service of
within notice.

This Nov. 24, 1902

Geo. P. Cridlin, trustee

Pennings Proa

& C. D. Dummer

Attys for P & T

Fee for this Report, \$ 9⁰⁰/₁₀₀

Fee charged to _____

I, A.M. GOINS, Special Commissioner in the above styled cause, do hereby make oath that I was diligently employed not less than 12 hours, in performing the services for which the fee above stated is charged, and do so certify, this 6th day of Dec., 1902.

A. M. Goins,
Special Commissioner.

(Report No. 1.)

J. C. Jesse, Adm.,
vs. } Comr's Report.

W. R. Johnson et al.

Filed Dec. 6, 1902,
A. B. Munsey Clerk

(See Report No. 2)

Comr's Fee \$9⁰⁰/₁₀₀

J. C. Jessee Admr. - - - - - Plaintiff,

vs.

In Chancery.

W.R. Johnston et al - - - - - Defendants.

To the Honorable H.A.W. Skeen, Judge of the Circuit Court of
Lee County, Virginia:

The undersigned Special Commissioners in the above styled cause
beg leave to submit their supplemental report as follows:

Since filing their original report of the re-sale of the lands
ordered to be re-sold in this cause, Johnson Jessee the purchaser
at said resale has come in and paid off the note executed by him
for the deferred part of the purchase money, for the sum of \$511.04,
together with the interest which had accrued on the same from the
date of its execution, to-wit the 20th day of August, 1906, which
interest amounted to the sum of \$2.53. As indicated in our origin-
al report filed in this cause on the 20th day of September, 1906,
it was agreeable to all parties to this suit that this money should
be paid as soon as said Johnson Jessee desired to pay the same;
and it is now proper that a deed be made to him for the land which
he has purchased and paid for. Your Commissioners hold in thier
hands the said sum of money so received for said land on said re-
sale, to be paid out as the Court directs.

Respectfully submitted.

R. L. Cunningham
Geo. P. Cridlin

J. C. Jessu, admr.
vs. { In Chancery,
W. R. Johnston et al

Supplemental Report

Filed Sept. 24, 1906.

H. C. P. Ewing Clerk.

J.C.Jessee, admr.,

vs.

W.R.Johnson, et al.

To the Hon H.A.W.Skeen, Judge of the Circuiat Court for Lee Co., Va.

The undersigned special Commissioner appointed by a decree rendered in the above styled cause on Sept 25th, 1906, were directed to make a deed to Johnson Jessee of the tracts of land purchased by him in this cause, in pursuance to which your said Comr's have this day made and acknowledged the deed refered to in said decree, and herewith file the same as part of this report. Sept 25, 1906

Robt. L. Pennington + Geo. P. Cridlin _____ Comrs.

J. C. Jesse, admr vs
vs. } In Oly.

W. R. Johnston et al

Report of Deed

Filed Sept. 25, 1904

M. J. Ewing, Clerk

To the Hon. W. T. Miller, Judge of the
Circuit Court of Lee County.

The undersigned in pursuance of a
decretal order of the circuit court for the
county of Lee, pronounced on the 7th day
of March 1896 in a cause in chancery in
the said court depending between Russell
& Jesse Admins. of the Estate of M. C. Parsons deceased
complainants and W. R. Johnston et al.
defendants, an office copy of which decree or
an extract therefrom, is hereto annexed,
having given due notice to the parties ~~through~~
concerned through their attorneys, as will
appear by the notice herewith returned,
proceeded on the 1 day of May, in the year
1896 to execute the said order; and the
proceedings having been thenceforward
regularly adjourned from time to time,
and being at length completed, the result
is herewith respectfully submitted.

The undersigned ascertains upon the settlement
of the account of W. R. Johnston with the
administrators of M. C. Parsons deceased, (Russell
& Jesse) that ^{there} is a balance due said Russell
and Jesse ~~including interest~~ ^{till} June 1, 1896, to the
sum of \$661.26.

It will be seen that in arriving at the above
result, your commissioner has taken the
statement of W. R. Johnston as to what the
deed of trust made by himself and Sallie
Johnston was given for, and in accordance
to his deposition your commissioner has

1 ascertained that the said deed of trust was
2 executed to secure the said M. L. Parsons for advances
3 made to W. R. Johnston before the execution of same
4 to the amount of \$215.76, also for two debts, one
5 to H. L. Johnson for the sum of \$679.73, the
6 other to R. J. Wood and sons for the sum
7 of \$189.72 which the said M. L. Parsons assumed
8 to pay for the said W. R. Johnston. The said
9 Johnston claims to have paid the sum
10 of \$679.73 which said Parsons assumed to pay,
11 See W. R. Johnston's deposition, also account-
12 of said Johnston with ~~with~~ the estate of M. L. Parsons
13 hereto attached.

14 It is further ascertained that while
15 there was a contract between W. R. Johnston
16 and M. L. Parsons originally wherein the said
17 W. R. Johnston agreed to make the timber
18 referred to in the plaintiffs bill of infraction
19 bring the said Parsons at least \$4.00 per thousand
20 feet ^{stumpage} the original contract was cancelled and
21 the said Parsons employed the said Johnston
22 to log said timber and haul the lumber
23 cut therefrom to H & M. L. Johnson, at the price
24 of \$3.00 per thousand for logging, and \$1.25
25 for hauling the lumber. So it is thought
26 that the charge of \$1146.67 for stumpage
27 is not proper. But should it be ^{however} then the balance
28 due Russell & Jesse Selmer from W. R. Johnston
29 would be \$1807.93 instead of \$661.26.

30 It will be further seen that the said
31 Johnston has been allowed a credit of \$112.50
32 for order to John Deleisure & Co. This your

W^m R. Johnson in account with the Estate of
M. L. Parsons

			Dr.	Cr.
Jan.	18	To Amount of Mortgage	9 00 00	
"	18	" Additional Amount admitted by Johnsons in their answer in this cause to be due at date of mortgage	3 52 1	
Jan	20	To check to R. L. Pennington	27 50	
"		To corn after mortgage and during M. L. Parsons life time	57 89	
Feb	2	To Amt paid N. S. Cox	18 50	
		" Six Hay stacks, purchased of Parsons but delivered by Admrs	90 00	
March-Aug		To corn delivered by Admrs	444 05	
March	4	" " gotten in absence of Admrs	28 41	
"	18	" witness claims	2 00	
Aug	6	" Corn	12 42	
		" Amt paid Lawson and Dodson for grading lumber	38 00	
April	6	" Bal. on N. L. Johnson note	100 00	
		" Interest on Bal to June 1896	36 40	
		By Net amount for cattle etc were sold		200 30
		By Amount paid N. L. Johnson		579 73
		" Order to John Deleisure & Co		112 50
		" Amount paid by N. L. Johnson		207 34
		" Amount paid by Graham & Gilley		13 26
		" Estimated amount to be paid by Gilley & Graham		16 00
		" Balance due M. L. Parsons Admrs.		661 26
			<u>1784 38</u>	<u>1784 38</u>
		Bal. due Russell & Jessie Admrs		
		June 1 1896	661 26	

1 commissioner has allowed on the testimony of the
2 said W. R. Johnston, But the said Admr. claim
3 to have collected only \$600⁰⁰ of the same. If said
4 \$1125⁰⁰ is not a proper credit then the said
5 Johnston would be due the said Russell & Jesse
6 Admr's the sum of \$726.76. instead of the \$661.26.
7 There is also another credit of \$16⁰⁰ allowed the
8 said W. R. Johnston, about which your commissioner
9 is not fully satisfied (see Johnston's deposition)
10 If said credit is not proper then ^{said} Johnston
11 would be due said Russell & Jesse \$677.26
12 and if both credits are not proper then \$741.76 would
13 be due the said Russell & Jesse.

14 The undersigned further ascertains that
15 W. R. Johnson made and executed a deed
16 of trust to R. L. Pennington trustee for J. L.
17 Pennington, for the sum of \$900⁰⁰
18 on the 13 day of December 1893, on three spans
19 of mules, 2 wagons and harness. See office copy
20 of said deed herewith filed. There still remains
21 unpaid on the said trust-deed the sum of
22 \$357.42 if J. L. Pennington's application of Johnston's
23 credits are to be taken. But if the credits are
24 applied strictly according to the provisions
25 of the trust-deed there would remain still
26 unpaid on J. L. Pennington deed of trust -
27 the sum of \$323.67.

28 Respectfully submitted,

29 J. E. Noel, special commissioner
30
31
32

Russell & Jesse
vs. Com. Report

W. R. Johnston et al

Filed May 22nd 1896
at W. B. Muncy et al

Cost
Commissioner \$26.25
Constable .60
Witnesses 3.34
\$30.19

The confirmation of this report and
the finding of said court as to Pennington
have a prior lien for anything on
the property mentioned in deed of trust
dated Dec. 13th 1893, because the debt
can not apply the hauling to other
purposes than that mentioned in the
deed.

Pennington Bros.
for petffs

Russell & Jessee admsr.etc Compts.

vs.

In Chancery.

W.R.Johnston et als.

Dfefts.

To the Hon.W.T.Miller,Judge of the Circuit Court for Lee County:-

The undersigned,H.J.Russell and J.C.Jessee,who were appointed in said cause on March,7th.,1896,to receive and after advertising the time,terms and place of sale for ten days at three public places in this county,to sell for cash in hand the cattle,mules,chains and wagons mentioned in the said bill of the said Complainants,except such thereof as J.L.Pennington claimed to have a lien on,begs leave to report that on March 11th.,1896,the said W.R.Johnston turned over and delivered to your undersigned the following property,to-wit:mentioned in the said bill of the said complainants:-

11 oxen,two mules,four old log chains,one old wagon and several parts of old wagons;that they after advertising the time,terms and place of sale of the as required by said order,on March,21st.,1896,at the old M.C.Parsons residence,they exposed said property for sale at public outcry and to the highest and best bidder for cash in hand;and that at said sale said property was sold to the following persons for the following prices:-

10 oxen to W.H.Wax for	\$125.00
1 mule to " "	36.50.
1 " " L.C.Shelburn for	31.00.
1 old wagon to G.W.Peters "	5.00
4 old log chains " "	5.00
1 ox to Harmon Johnston "	10.00
Several Parts of old wagons to Harmon Johnston.....	35.00.00
Total.....	\$247.50.

All of said purchases were paid down except the \$35.00 for the old parts of wagons,which was sold on 60 days time by and with the consent of the said W.R.Johnston and Sallie Johnston. Of said property,your receivers kept and fed two mules and 10 head of oxen for eleven days each,which they are advised by law they are allowed 25 cents per day for each head of mules and five cents per head for the oxen. Your receivers have also paid out on the the costs of this suit,as follows,towit:-

A.B.Munsey clerk.....	\$6.33
Sheriff Stapleton.....	2.50.
Pennington Bros,atty.fee.....	15.00.00

/2/

Total paid out for costs. \$23.83.

Then your receivers are advised that they are allowed five per cent on said sale money, or \$12.37. So that their account with respect to this matter would stand as follows:-

Amt of sale bill..... \$247.50

Disbursements as follows:-

Costs paid as aforesaid..... \$23.83.

Five per cent com. on sale bill 12.37.

Fed bill as aforesaid..... 11.00. 47.20.

Net..... \$200.30 to

be applied to the credit of W.R. and Sallie Johnston, if said \$35.00 is paid.

Now having done all that was required of them, your undersigned requests to be dismissed from farther duty hereunder. But before closing this report, it may perhaps be necessary to say that while the said bill calls for 17 head of oxen to account for these not sold. Said Johnston had previous to the institution of this suit sold them, all but one, which had died as they are informed; and perhaps one of the mules had died.

All which is respectfully submitted.

H. L. Russell
J. L. Jackson

Receivers.

Russell & Jesse

vs } Report of sale
of Oxen &c

Wm R. Johnston et al

April 1st 1896 Filed.

M

BOUGHT OF McLIN, KILBOURN & CO.

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

1902

Bnt Ford

Apr

20	Sug 45 Tob 150 ax grease 35 Coffee 160	986 22	
	oat meal 50 m shaw 66 Soda 10 Coffee 50	380	
	Rice 25 m shaw 20 shaw nails 33-	176	
	mechell 290 paid P Barnett 780	78	
		1075	
28	go bench 200 herd team for MWH 3100	33 00	
	CK 5.00 W. G. Campbell 600 Pants 115-	1215	
	Shirt 45 Candy 25 file 10 Candy 25	105	
	Rope 15 Bueist 45 shoon 10 Sex 20	90	
	CK Cotton 20 Tob 150 shaw 130-	300	
	Candy 5 shaw 165 CK Cotton 52 thread	237	
29	Tob 10 oat meal 60 Peaches 60 Paid	130	
	P Barnett 200 J Barnett 30 &	230	
May	Balance 25 Hm Singleton 78.09	7834	
	paid Hm Singleton for corn	5795	
2	By Hauling M. W. Cornetts Logs		541
	" Wm Sporkman		1288
	" Hauling 24991 ft at 6.00 pr 1000		14992
	" mistake on corn		6411
	Balance		96535

119567 119567

May

2 Balance

96335

Sept

9 cash P. Maurice Frisco atty fee

500

Oct

1 CK to Burlington Milling Co

1755

By 4 axes

13000

Balance

85590

98590 98590

Oct

1 Balance

85590

400

211

M

27

BOUGHT OF McLIN, KILBOURN & CO.

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

		Bnt Food	493 75	
mch	10	Coffee 50 Bob Davis 3.00 Calico 19	369	
	18	H Beanton 7.00 M Cornett 6.87 Bnt 10	1397	
		running 25 thread 10 coffee 30	70	
		Tot 1.00 Book 40 oat meal 50 shoes 1.50	340	
		2 chains 50 Placks 20 nails 13	83	
		Chain 50 H Callar 1.25 Sugar 10	185	
	19	H Callar 1.00 Sugar 5.00 Blue ch 9.30	1035	
		N shoes 20 Tot 1.00 oat meal 50	170	
		Sugar 6.00 shoes 3.25 Nail 10 Salt 53	488	
		Rope 10 Paint 2.00 Paint 1.35 Candy 20	365	
		M shoes 38 Salomon 30 B Stairs 10	78	
		Shoes 2.25 Placks 20 Buttons 5	250	
		Hat 2.25 Starch 10 Tot 40	275	
	21	ck 12.37 ck 50.00 Cork WK Kilbourn 13.5	7552	
Apr	2	Bot Davis 6.55 G Green 3.00 Cof Pat 15	1000	
	8	J Branning 9.17 M Branning 1.80	300	
		Shoe pipe 35 nails 35 Batts 15 Tot 30	115	
	10	5000 1.00 Calico 40 B chains 40	180	
		B Halbrook 4.00 Bill Halbrook 1.00	510	
	12	Tot 150 Sam handles 40 H Cornett 2.95	485	
		G Cornett 9.00 J Cornett 3.75 Pig foot 5	1230	
		4 shoes 95 Card shirts 100 0.00 Batts 5.00	710	
	14	Iron 33 Sack 58 5000 10 J Cornett 2.25	326	
		Andy Shepherd 59.75 Fadder 5.00	6475	
	17	W. P. Duff 80.00 Duff 20.00 Duff 12.00	11200	
		A L Stamper 4.125 Paid J J Lewis	4125	
		for Corn at J B. C. Cornett 11.70	1170	
	18	Hen Pruitt 3.10 CK Jm Pratt 36.00	3910	
		Hen Singleton 14.70 CK 5.00	1970	
	19	H Beanton 4.00 H Cornett 2.75 J Branning 9.00	775	
		Coffee 100 Powder 100 Pine 15 Sack 29	154	
		Shells 100 Sot 20 Tot 2.00 files 25	345	
		Mch 10 Ships 35 Calico 60 Sack 20	125	
		Canary 10 J Halbrook 1.00 Geo	110	
		Halbrook 5.00 B Halbrook 8.75	1375	
		Ford 25	99022	
			98622	

M

23

BOUGHT OF McLIN, KILBOURN & CO.

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

1902

Bot Ford

			67030		
Jan	28	overall 75 Jr. Hughes 8.00 Candy 10	885		
		Stamps 10 Jr. Hughes 125 unagord	135		
		Tobers 550 Corn 50 & Bag 91 15 25	2125		
	29	Jo Dixon 257.00 Tot 29.00 Coffee 1.00	2870		
Feb	2	Sattler 15.00 thread 5 Coffee 1.00 Shirt 40	295		
	4	Soap 10 Candy 10 Jos Smith 5.00	550		
	6	Camb & Bruch 40 Will Creech 8.37	877		
	8	J. S. Smith 1.00 ax Shaver 1.08 Tot 2.08	408		
		Parit 75 Black 50 N Shaver 20 Calies 30	175		
		thread 10 Gingham 25 Salomon 15 &	50		
	10	Whistle 5 Candy 5 Ct 90 75 Pine 5	90		
		2 Whistles 10 Soap 10 Corn 3.00	320		
	12	Coffee 2.00 Ct 90 75 Leather 10 Shaver 1.00	445		
		Shaver 90 Sattler 90 Gingham 35	215		
		Nails 50 ax 1.00 Stamps 15 Soap 30	195		
	14	Candy 10 Chax 5 mch 5 Raisins 20	40		
		oil 10 On 5 Bug Walcomb 1.50 Cash 2.00	365		
	17	Parit 75 Shaver 1.50 ax & handle 1.00	315		
		BHalecomb 9.00 Salt 60 Nails 50 Tot 25	1035		
		J Hughes 5.00 J Martin 3.00 B String 20	820		
	20	Ct 90 1.50 Ant 9.50 Gingham 43 thread	258		
	24	Tot 1.00 Coffee 1.00 Sugar 50 Tot 50	300		
	27	CK 125.00 Salt 63 Tot 100 file 15 Coffee	12728		
		Inspt 10 Cal Pad 40 & Brauning 2.70	320		
		J Cornett 5.00 Tot 1.00 On 5	605		
	28	By Hauling 28106 ft "K" timber		16863	
		" " 65505 " " " }			
		" " 14726 " at mch " }		48138	
		Balance		28460	
			93461	93461	
Feb	28	Balance	28460		
mch	8	Liz Halbrook 1.12 CK 100.00 R L P.	10112		
		CK 9.00 Corn 30.00 Coffee 50 Sugar 50	4000		
		Tot 50 W. O. Huff 60.00 Tot 2.00 ax Nails 50	6300		
		Pills 20 shell 25.00 meat 1.23 Shaver 1.00 Soda 1.00	503		
		Hand 24	49375		

M

22

BOUGHT OF McLIN, KILBOURN & CO.

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

1901

But I and

183078

see

6

Jno. Jackson 263 Shaws 4.05 5 Shaws 1.07

965

Caps 10 Hox 10 Potash 20 Soap 30 CK

70

Cotton 38 Anting 80 CK Cotton 38

156

8

Anting 30 Shaws 2.50 Thread 10

290

Sausage 13 Shaws 1.50 Corn 18.00

1963

16

Corn 41.00 Hay 15.00 CK 6.00 CK 75.00

14900

1902

Jan

1

Mr. Blair 1.00 Jno. Griggs 9.00 Ed. Brady 12.00

1390

Log at 5.00 putting Log in Grace branch

500

By Hauling 97131 ft at 6.00 per 1000

203312

58338

" " 168945 " " 6.00 " 1000

101367

" " 8283 " " 7.00 " 1000

5998

" " 6759 " " 5.00 " 1000

3379

Balance

169082

34230

203312

203312

Balance

34230

Jan

1

Corn 103 Will Barnett 10.50 Paid

1153

J. Branning 9.75 Corn 90 Lye 20

285

Candy Jm. Mills 1.75 CK 10.00

1175

3

CK 5.25 8 Mills 2.25 Jno. Hughes 12.00

875

J. Barnett 2.25 Cts 100 Candy 10 Paid

335

Hue Singleton 100.00 Still 15.00 Rope 20

10170

Boat 190 Leather 65 Callan Pads 12.00

375

9

Chain 35 ax Shaws 38 m Shaws 45 &

118

Bxal comb 100 Corn 100 Salmon 15

215

12

Knife 25 Calies 60 Shaws 12.50 Soap 15

225

14

Nails 25 Green 15 J. P. Martine 27.00

315

18

Hay 4.50 Coffee 100 Sordine 10 &

560

CK 10.00 Hue Singleton 24.00

3410

20

m Barnett 1.75 CK 6.35 CK 5.00

1310

Andy Shepherd 95.00 L Smith 8.40

10402

23

Big Halcumb 3.00 Rope 48 Thread 25

433

Calies 15 Shaws 1.40 Sattine 99 Beef 15

329

27

E Barnett 1.00 Candy 5 Knife 90 Comb 10

205

Toy 5 Brush 30 Stumps 20 Shaws 3.00

365

Tot 135 Shaws 1.00 Shaws 15.00 Cts 100

545

Grand 23

67030

67030

M

21

BOUGHT OF **McLIN, KILBOURN & CO.**

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

1901

Bat Ford

1338 46

Hau

12	Tam Center 3.25	Seams 85	fine 24	434
	B Pander 73	Shaw 1.35	Shaw 1.35	343
14	Rope 33	Shaw 5	Boat 3.20	358
	Heigher 1.95	Thread 5	Saw 5	212
	J Smith 2.25	Corn 28°	Corn 14.80	4505
18	Corn 13.75	Corn 56	CK 28°	5731
	CK 8°	CK 75°	CK 12°	9535
19	Job 60	Coffee 20	Calcut Pod 50	196
	Bridle 85	eye 20	Job 20	215
	Plate 50	Hamme String 50	Boat 2	102
	Teas 10	Spur 25	Shaw 1.35	330
21	Hat 1.50	Ear muffs 20	Sex 10	190
	Shaw 1.60	antler 9	Buttans 15	275
	CK Cotton 20	Gingham 12	Shaw 80	117
	Sausage 30	CK Snake 12	meat 98	140
	Flour 90	Job 15	Salt 84	194
27	Corn 25.20	Corn 15.00	Cash 10	4060
30	CK 34.95	CK 15.00	CK 25.00	7495
	Da lead & Iron 60	Shaw 2.25		6225
	2 pr Shaw 3.25	Job 1.00	Open Link 90	515
	Sutter 1.32	Gingham 4	Salt 30	166
	Thread 20	Job 15	antler 9	145
	Candy 10	Sausage 15		25
	Flayd Maragon 13.39	Shit 3.00	Coffee 60	1699
2	Corn 16.20	Hu Singleton 9.38		2558
3	Mrs Sexton 50	Cash 1.00	Corn 1.21	271
5	Paint 75	Brush 10	J Jackson 3.00	385
	Saw 6.00	M Bush 3.50	Boats 3.20	1250
	Coffee 15	Sugar 25	meat 3.31	421
	Salmon 15	Cheese 20	nails 5	60
	Plashes 20	Shaw 50	Hammer 50	145
	antler 1.45	Paint 45	Flannel 1.00	290
	CK Cotton 65	Flannel 90	Shaw 1.50	305
	file 15	Shaw 15	antler 1.20	255
	Suspender 60	Candy 10	Rope 15	85
				183078
				183078

Ford 22

M

20

BOUGHT OF **McLIN, KILBOURN & CO.**

—DEALERS IN—

General Merchandise.

Country Produce.

Saw Logs...

1901

Oct - Food

782 24

Aug

2 sisamut an 40976 ft Logs Bear branches

4651(?)

4 " " 17875 " " Trace "

1785(?)

7 cash 1.00 meat 3.44 Sugar 50 Coffee 60

554

10 Tab 100 Landamm 10 Tann leather 5.00

610

17 J & Smith 275 Flour 280 H Nails 5

560

Sax 10 Soap 5 On 5 Seed 10 Seed 20

50

On 5 Paints 1.25 Shirt 45 Slips 30

205

18 F Brauer 9 4.00 L Lennie 4.25

875

26 Tab 50 meat 15.00 Flour 18.00 Flour 2.00

580

Junk leather 40 Sand Ingram 1.00

140

31 ox Shaver & nails 1.00 H Shaver 28 Leather 1.00

234

Sept

6 Rope 15 Paint 15.00 Girth 15 Ck 62.00

6380

8 meat 195 Ck 5.00 Bread 15 Sausages 20

730

ox nails & Shaver 1.40 J M Girds 10.00

1140

20 Lye 15 Thread 10 Ck Cattle 20 Rope 26

71

Green Gieum 6.00 Tab 30 Shirt 65

665

Under Shirt 65 Sax 15 Comb 10

90

27 Brush 35 Gingham 21 files 35 thread 5

96

Elyah leonett 7.22 Va Coal & trace 6.00

6722

Oct

12 Tann leather 10.00 G Gieum 1.90

1190

2pr Shaver 4.00 G Gieum 5.00 Sax 50

950

Rope 20 antler 9.25 Hen Lennie 4.00

1345

24 Ck 25.00 Ck 25.00 Mch 5 H Shaver 20

5025

Paint 15.00 Needle 5 Va Coal & trace 61.40

6295

28 Shaver 20.00 Hat 16.50 Slips 70 Knife 25

460

Purpurn 10 Callan Button 10 Tab 15

35

Banya Strin 90 25 Ck 90 40 Candy 10

75

29 Comb 10 H Flouring 10.00 M Shaver 8

1018

Tann leather 30 Tann leather 5.00

530

Nov

4 Corn 92.00 Ck 6.00 Tann leather 2.60

1850

Will Mellow 40.00 Corn 10.80 H Shaver 15

5095

7 J Cornett 15 M Halcumb 10 leather 5

30

8 Corn 107.00 H Lennie 6.35 Smith Food 92.5

2680

9 Corn 27.60 Nails 13 Tablet 5 Flour 90

2873

Bact 3 Tab 25 pencil 5

33

—Food 21

133846

M

BOUGHT OF **McLIN, KILBOURN & CO.**

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

1901

Btl - Ford

Apr

9	Finley Barnett 2 ⁰⁰ J. Branning 2 ⁰⁰	94362	
	Job 20 cypress 20 at shars 14 ⁵⁰ —	400	
	at nails 40 Plates 15 Sack 48 —	185	
		103	
10	Mrs Halcomb 115 Corn 14 ⁷⁵ Seed 20	1610	
	B Halcomb 50 Green Ginn 2 ⁰⁰	250	
	Spring 5 Leather 30 at grease 50	85	
	Rogor Strop 35 Bush 10 CK 17 ⁹⁰	1745	
	CK 13 ⁵⁰	1350	
	By Hauling 47946 ft 5 ⁵⁰ pr 1000	100000	26370
	" " 23051 " 5 ⁵⁰ " 1000		13678
	Balance		40042
		100090	100090

Apr

10	Balance	60042	
	CK 7 ⁵⁰ CK 5 ⁰⁰ CK 10 ⁰⁰ Corn 30 ⁷⁵	5325	
	Green Ginn 37 ⁵⁰ Oats 25 Coffee 10 ⁰⁰	500	
14	Due bill for Jno Halcomb 5 ⁰⁰	500	
20	Loan 15 Steel best 10 Geo Fried 11 ⁵⁰	140	
	Jane Carter 15 ⁰⁰ Jane Carter 15 ⁵⁰	305	
	Lane Smith 1 ⁰⁰ meat 4 ³¹ Sugar 25 ⁰⁰	581	
	m shars 30 Coffee 60 m shars 17 ⁰⁰	210	
24	Mattaek 75 Hair 50 m chs 5 Oats 20	155	
	Rope 5 Sack 55 Candy 5 Sack 20 Job 4	90	

May

30	Loan at for Hauling corn 5 ⁰⁰	500	
1	Plains 40 oil 10 Rope 15 Sugar 20	90	
3	Shirt 75 on 5 coffee 50 Sugar 25	155	
9	m cornett 2 ⁸⁷ CK 12 ⁵⁰ CK 16 ⁰⁰	3137	
11	Finley Barnett 3 ¹² H Barnett 4 ⁰⁰	712	
	Sugar 20 Seed 5 paper 10 John	40	
17	Shughes 15 ⁰⁰ Hair 1 ⁰⁰ H shars & nails 35	285	

June

21	CK 3 ⁰⁰ J. T. Horn for Hauling Logs 30 ⁰⁰	3300	
	Cash MK Kilbourn 5 ⁰⁰ Log at 45	545	

July

17	Cash 12 ⁰⁰ meat 24 ⁰⁰ L Leather 40 Rope 13	413	
	m chs 5 mouse hide 17 ⁰⁰ Rope 32 at nails 10 ⁰⁰	307	
	m shars 50 H nails 10 H Branning 3 ⁰⁰ —	360	
	and Ingram 3 ¹² J Branning 2 ⁰⁰ —	532	
	Add 20	78224	

M

18

BOUGHT OF McLIN, KILBOURN & CO.

—DEALERS IN—

General Merchandise.

Country Produce.

Saw Logs...

1901

But Hand

			68350	
Feb	28	Tam basket 105° Cask 12° oil 48	1218	
March	4	Coffee 50 Job 20 salt 15 Tiles 25 —	110	
		Rope 22 moose hide 19°	122	
	8	Calico 80 Shaw 175 Leather 20 Nails 30	305	
	10	Sugar & brock 5 CK 1125 Sugar 20 Coffee 50	1200	
		5 Smith 19° Quack Sparrow 6 2 cider 5	267	
		Coffee 19° Flour 90 Oat 4° oil grease 20	610	
	14	at Shaw 85 H Shaw 30 Assorted 10	125	
		Soap 15 Lye Balls 25 Quinine 15 thread 10	65	
		oysters 10 Calico 30 CK 27° Salmon 15	2755	
		Paints 100 Job 10 Harp 15 Flour 90	215	
	18	Banyo Stair 40 Salmon 15 Sugar 20	75	
		pepper 10 Coffee 50 Salmon 30 Paint 15°	240	
		Shaw 237 Shaw 175 H nails 18 Rope 12	442	
	20	H Shaw 15 Wile Braining 49° Log 225	730	
	23	CK 12° at Shaw 73 m Shaw 90 Leather 73	1436	
		at nails 20 Cotton 38 thread 10 Lane	68	
		Smith 2° Lige Halcumb 4°	600	
	25	CK 25° H Cornett 80 Gaster 15 Salt 50-	2645	
		Flour 100 Salmon 15 Tax 10 Shirts 75	200	
		Corn 1013 Job 10 pencil 5 Cello Button 0	1038	
	28	Candy 5 Puss 10 one will 12° Job 50	185	
		Shaw 15° O' Gentry 5° Springs 5 —	665	
		Leather 30 Seissors 50 thread 5 —	85	
		Calico 22 shilling 13° Satter 50	202	
		Corn 135° Puss 10 Salmon 15 Soap 20	1395	
	31	Tam basket 575 Jo Knech 10° Tax 5	675	
		Shaw 175 Jo Dixon 45° Ham Cornett 25°	3110	
Apr	2	salt 112 shilling 138 Coffee 19° oil 80	430	
		Puss 80 thread 5 Tam basket 25° Shaw 19°	525	
		meat by basket 27° Shirts 175 Hare 25 —	470	
	4	Job 10 On 10 Stair pipe 40 On 5 Le 35	95	
		meat 346 On 5 mch 10 Salmon 10-	371	
	8	Cigars 10 Corn 15° Shiso 70 Rope 13	1593	
		Cigars 10 Corn 165° Churnis 25 Ctg 60	1745	
		Hand 19	94362	

M

17

BOUGHT OF **McLIN, KILBOURN & CO.**

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

1901

But - Ford

			116278	
Feb	13	Stamps 20 Suit 30 pencils 10 On 5	65	
		Judy Curdall 210 Shas 125 CK 143 ²⁵	14660	
	15	H Cornett 87 Jam Carter 75 L Suit 429	591	
		Mat Suit 154 Hat 175 Flant 200	529	
		Sugar 50 B Pandas 10 Rice 25	85	
		S Pandas 50 Candy 5 Starch 5	60	
		Coat & vest 466 Candy 20 Hdy 15	501	
		Pencil 5 Perfume 10 Soap - 30 -	45	
		Candy 20 Pencil 5 Perfume 10	35	
	17	Superior 20 Shas 175 Candy 5	200	
	19	Jno Jackson 50 L Bagg 480 Sug 30	580	
		Salmon 20 Soda 15 Jno Cornett 100	135	
	19	Bob Rogers 1400 Geo Halbrook 350	1750	
		W Bush 200 L Chirps 20 Rice 25	345	
	20	Thread 20 Red Spread 40	60	
		By Hauling 3356 ft at 500 pr 1000	135919	1668
		" L Bagg Rebate on corn		488
		" Hauling 5140 ft* at 600 pr 1000		3084
		" " 1800 " " 600 " 1000		1080
		" " 57070 " " 600 " 1000		34242
		" " 10998 " " 600 " 1000		6528
		" " 17739 " " 600 " 1000		10653
		" our charge on corn		687
		<u>Balance</u>		77497
			135919	135919
Feb	20	<u>Balance</u>	77497	
	23	Balance Suit 515 Goods 25 Jesse	540	
		Wash 800 On 10 m chs 10 H Pie 10	830	
		Candy 10 Tax 5 m Cornett 100 Cork 100	215	
	26	By Hauling 18907 ft at 600 pr 1000	79082	11344
		<u>Balance</u>		67738
			79082	79082
		<u>Balance Statement</u>	67738	
		Pants 225 Sugar 50 Rice 87 Paid	362	
		James Cornett 50 Lige Cornett 200	250	
		<u>Ford 18</u>	68350	

10998

60

109830

M

16

BOUGHT OF **McLIN, KILBOURN & CO.**

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

1907

Bt Ford

83797

Jan

18

Jno. Jackson 8.30 2ke Whitaker 1.50 jeans 1.80

1160

jeans 80 Broom 25 CK 16.00 CK 15.00

3205

Cosh 11.70 Can 375 Rope 14 Salt 68

1577

jeans 20 Calico 23 Candy 15 Hay 75

133

20 Bob Rogers 3.50 Cosh 5.00 Mat Smit 4.00

1250

24 J. Maier 200 Beer Halescomb 3.60

560

Jasper Cornett 10.00 Jane Carter 65

1065

Jm Blair 13.00 Mrs Frozier 17.50 Jane

1475

Carter 3.00 Pally Cornett 12.50 Liz Halescomb 2.00

625

jeans 60 Salmon 15 Candy 5 Coffee 60

140

jeans 1.50 J. Cornett 50 Cordial 25

225

27 Sugar 50 CK Cosh 45 Thread 10

105

Candy 10 Jean Cornett 3.00 Jno Smit 175

485

Cosh 250 Mrs Lady 60 W. J. Johnson 1.00

410

29 Ira Stamper 5.50 ax Shaver 117 Leather 50

717

Cider 5 Paint 3.00 Salt 76 Salmon 15

396

H Shaver 60 M Shaver 60 Salmon 15 Cosh 14.00

1535

Feb

1 K & Hark 30 files 25 Hark 5 Smit 4.50

90

Suspenders 35 Candy 15 K Frozier 87

127

4 CK 15.00 J A Halescomb 3.00 Lingham 67

1867

7 Thread 10 Coffee 50 H & ax nails 106

226

ax Shaver 67 Rope 13 mch 5 Knife 75

160

Jane Carter 12.54 J A Halescomb 60

1314

Steel 1.59 ax 9 none 25 H Shaver 13

197

J Cornett 5 Tob 15 Candy 5 Paid

20

Jno. Jackson 60 oil 1.70 Tax 5 On 5

190

8 Candy 20 Cider 5 mch 10 Paid Floyd

35

Day Leo. 57.08 Jar brush 10.66 Hammer 40

6814

Thread 10 J Maier 7.00 Ocker 25

735

Cosh 1.00 Candy 20 nails 42 Candy 10

172

11 Cider 10 CK 12.00 CK 15.00 Lane Smit 75.00

3460

Log ax 5.86 Geo Middleton 72.00

1306

Paints 25.00 Shirt 50 Coffee 45 Sugar 25

370

Shaver 1.75 ax Shaver 75 Jeans 30

280

Tomatoes 30 On 5 pepper 15 Candy 5

55

Ford 17

116278

116278

M

15

BOUGHT OF McLIN, KILBOURN & CO.

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

1900

But - Hand

543 84

see

22 J B Rook 15.37 J E Dixon 3.45 — 1882

L Bagg 17.50 Cosh 4.80 Mat Smith 5.18 2748

Jno Smith 3.00 A Shae 10 oil 80 Tans 390

Carter 5.00 Ct 9.50 Candy 10 E Berneth 1.00 660

Coffee 30 needles 10 Olachis 10 L Bagg 18.12 1862

27 L Bagg 26.00 A Shae & nails 20 L Beebe 10 2690

m shae 20 Cosh 3.00 Jno Jackson 5.00 820

file 20 Coffee 50 Sug 25 Candy 80 181

29 m shae 127 Pants 1.00 Glasses 65 — 292

2 Mrs Smith 3.00 Coffee 56 Beans 2.00 556

Salt 1.50 sent 15.00 Leather 20 Fox 10 330

oil 15 Sug 20 Lye 10 04 J Walker 25 70

4 Corn 11.87 on 5 Mat Smith 3.00 — 1492

6 Floyd Morgan 16.25 J Walker 8.00 2425

Odds 75 Shirt 75 B Shies 90 20 Candy 10 180

Leather 10 Rope 20 ax 9 on 10.00 Fox 5 135

Lat 75 Soap 5 Candy 5 Corn 10 95

Balls 10 A Nails 10 mch 20 paper 10 50

8 Nails 5 L Bagg 8.25 Jno Jackson 1.50 980

Sug 25 Fox 10 King Beans 50 Shirt 75 160

Geo Halbrook 2.50 Mr Rogers 8.00 1050

11 Sey Berneth for Cosh 10.00 Mrs Smith 1.00 1100

Jno Smith 3.00 Ct 9.75 Lead 10 Cops 10 395

Pander 25 on 10 Candy 10 Paid 45

Hannah Sporkman 1.75 Eli Berneth 2.00 375

Coffee 60 Syrup 60 Sug 50 Calies 30 300

Thread 10 Fox 10 Mat Smith 5.50 — 570

14 Mis Halcomb 50 corn 65 Coat 3.00 Candy 10 425

on 5 Geo Halbrook 50 J Walker 5.00 Shae 1.60 720

Coffee 90 Soda 25 Sug 50 Tans Carter 15.00 1670

oil 40 J. H. Stamp 1.50 Calies 50 Rope 25 265

17 Bob Rogers 10.50 J Walker 1.50 Salmon 1.50 190

candy 10 Rope 10 Beans 20 Geo Halbrook 50 90

on 14.00 J. E. Dixon 18.00 Tans Carter 4.50 3650

Polly Berneth 50 Jno Smith 5.00 file 20 570

Hand 16

83797

1901
Jan

M

14

BOUGHT OF **McLIN, KILBOURN & CO.**

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

1900

Bot Food

78454

see

12 Flour 2:00 oil 40 Coffee 70 Nails 88

398

apricots 15 0 Cornett 4:00 Job 15

430

13 Jamn brush 2:00 Cosh 30 Cosh 180

410

Finney Ingram 3870 —

3870

By Gary Fork same

100

Balance

83462

83562

83562

Balance

83462

see

15 A Beddidge 115 Flour 95 Soda 5

215

Gears 60 Centry 79 Paid Friday

351

Day Balance on Settlement

26256

17 Candy 12 Shaws 225 Salt 80 Will

317

Boggs 2250 J.B. Rook 3350 —

5600

On 10 Job 10 4 boxes 30 Shirts 130 Ct 90 20

200

H Shae 10 Cosh 10 CK 2500 Corn 800

3320

J R Halcomb 1080 Jess Halcomb 50 —

1130

20 Jno Smith 75 Velvet 40 Satter 75 Thread 10

200

Calico 22 size 25 Shaws 400 Coffee 105

552

Soda 15 Umbrella 75 Hox 65 O Cent 1250

1395

Cops 70 Sdx 25 Book 10 Cosh 100

200

Jno Smith 200 Candy 20 Peaches 25

245

Cosh 50 ax grease 25 Candy 20 Jno

95

Smith 85 Jess Halcomb 105 Geo Frozier 60

790

Geo Frozier 2025

2625

127358

21 By Hauling 40130 ft at 55 4 pr 1000

27071

" " 57795 " " 65 " 1000

37566

" " Hermann Logs

9825

" " " "

1300

" H Ingram 2100

2100

" Hauling 88 Hermann Logs (?)

1222

Balance

48374

127358

127358

Balance on Settlement

48274

see

21 Smit 1450 Gears 65 Rope 10 Corn 85

1610

CK 500 CK 500 CK 1500 CK 1000 CK 1000

4500

Food 15

54384

M

13

BOUGHT OF **McLIN, KILBOURN & CO.**

—DEALERS IN—

General Merchandise.

Country Produce.

Saw Logs...

1900

Bat Ford

3 19 18

Man

14	Flour 190	Salt 20	Lard 20	230
	Rice 25	Sugar 25	Knife 90	165
	Nails 15	Ingram 125	Panther 75	215
	Paint 300	Hatchet 75	Nails 6	396
	Gas Flaming 100	Sardine 10	on 5	115
16	CK 2250	L Bagg 90	900 L Bagg 1265	4415
	L Bagg 90	680	Ali Ingram 525	1205
	Roork 1800	Buddy Roork 3000	Pally	4800
18	Hackworth 50	mat Smith 200	Sey	250
	Cornett 15	Sam Bagg 90	15080	15095
20	Tam Carter 526	L Hunter 2450		2976
	He Pattiff 1000	Corn 2300		3300
	Ed Bradley 800	B Malcomb 600	Jo	1400
	Cornett 500	Beats 300	Coffee 50	868
	Spring 10	Opichers 75	N Dixon 282	367
24	Jo Fried 640	O. F. Halcomb 150	Steel 10	800
	M Shar 45	Smith Garck 843		848
29	Will Bagg 925	Frank Brainer 9200		1125
see	2	Shirt 60	Sardine 10	80
	6	Coffee 125	Sugar 100	275
	9	cutting 120	Thread 25	566
		Flour 100	Shirt 650	1075
		oil cloth 35	oil 40	200
		mo Smith 100	Jo Smith 200	395
		Shar 175	Tam Carter 94	324
		flour 32	Coffee 100	282
10	mch 5	Buttons 10	Shar 250	365
		Paint 215	Shells 50	567
		Calla Pad 40	Candy 10	590
		H Shar 30	M Shar 60	410
		Roork 1000	Opichers 17	1092
11	Cork 400	Jo Stinson 375	M Shar 18	793
		Genes 50	Rope 23	223
		Shells 50	Shar 185	250
		Shirts 155	2 Shirts 200	480
			Hat 125	78454
		Ford 14		

M

12

BOUGHT OF **McLIN, KILBOURN & CO.**

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

1900

Bt Good

			82084	
Oct	30	Jm Geddie 9270 Cal Ranch 15	85	
		Alex Friedo 900 Alex Friedo 850	1750	
		Sax 30 Sax 60 Liniment 25 Bunker	135	
		Clamb 20 Salmon 20 Oaid	40	
		Tam Porter 4450 M Candill 125	4575	
		Jm Smith 505 Salmon 40 Geamer 105	650	
		Shit 35 Jm Halcumb 208 Jm Friedo 50	693	
		O.S. Halcumb 240 Corn 1025 Hay 160	2865	
Nov	10	meat 759 Flour 285 Sax 30 Cup 5	1079	
		Cork 150 Cap 35 Candy 57 Luvio 200	390	
		A Brock 350 Salmon 20 Magd Tine 50	870	
		moose hide 10 Lot 5 Shaver 175 Shaver 140	330	
		Flour 100 Braid 50 Conete 125 H Shaver 15	290	
		Hox 125 cutting 62 Thread 154	202	
		Sax 30 Geamer 65 min Frozier 30	125	
		B Halcumb 330 Tam Porter 60	390	
		Flour 95 Oaid 200 mm Halcumb 50	345	
		Shaver 150 Coffee 50 Sugar 25	225	
		Chickens 5 Peacher 20 Tax 10	35	
		Boats 470 Geamer 130 Geamer 135	625	
		Sax 30 Shell 30 Cork 75 Chestnut 5	160	
		Chain 225 Chain an repeated 225	450	
		CK 2500 CK 700	3200	
		By H Callar Returned	101593	100
		" Cork 70 Coal 2 Iron 20		192
		14 " Salt and Hauling		480
		" Hauling 20054 ft @ 600 ft 1000		12000
		" " 7785 " " 550 " 1000		4281
		" " 17 Logs		1700
		" " 97081 ft at 550 ft 1000		53384
		" " 5268 " " 350 " 1000		1843
		Balance		27583
			101593	101593
Nov	14	Balance	27583	
		CK 2800 Cork 1200 CK 3300	4330	
		Ford 13	31918	

M

11

BOUGHT OF **McLIN, KILBOURN & CO.**

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

1900

But - Food

			63053
Oct	21	Shaver 1.50 Pants 22.50 Coffee 2.50	430
		Soda 10 Shirt 1.35 Chains 7.50	230
		Beaver 1.25 Quilt 2.50 Suspenders 1.00	385
		axe 55 J. Griede 2.70 Geo. Curby 3.50	705
		Geo. Curby 4.70 J. Keenith 8.50 Soda 1.50	570
		Coffee 50 Batts 10 oil 10. 2 axes 1.70	240
		m shaver 60 H shaver 40 Candy 5 order	105
		Pally Haerworth 30 Bro Raggert 17.75	1805
		5 Goods 1.00 Tiring 1.50 m shaver 2.25 Shaver	340
		17.50 oil 6.00 Cuff Buttons 2.50 Cal But 1.00	95
		Sausage 4.50 box 3.00 box 2.50 Hory 3.50	135
		5 Halcumb 2.50 J. Lewis 2.90 Corn 17.50	2290
		Hamling Corn 2.00 Cork 7.50 Sugar 5.00	325
		Coffee 50 Sack 3.50 Jno Smith 3.45 Enash	430
	22	Sporkman 11.75 apricate 2.50 Sugar 5.00	1250
		Coffee 50 Shaw 2.00 Hat 17.50 Sugar 5.00	475
		Coffee 4.00 Shaver 16.50 axe 8.50 Shaver 12.50	315
		Cork 16.00 Chain 1.70 Saw 3.35 Ham	2065
		Cotton 294 file 1.50 Tax 5.00 Paid	314
		J B Halcumb 5.85 Miss Smith 2.40	825
	23	Miss Smith 2.30 Coffee + Sugar 1.00	330
		oil 8.00 Shaver 2.25 Scarf 2.50 pencil 5	335
		Sax 1.00 Shirt 3.00 on 5 Halcumb 5.20	570
	30	Cork 1.05 Chestnuts 5 Salmon 2.00	130
		Suspenders 3.50 Hat 1.00 Sax 1.50 Soap 1.00	70
		Tax 1.00 Candy 5.00 Jno Halcumb 11.50 Paint 3.00	1495
		Cork 2.90 Put ash 1.00 Tame boots 8.00	380
		5 Goods 1.95 5 Hays 4.45 L Halcumb 4.00	1039
		L Halcumb 1.00 Coffee 2.50 Sprig 1.00	135
		Tax 1.00 Buttons 1.50 L Globe 1.50 canvas 1.50	55
		Cork 1.00 Rope nuts 5 Candy 1.00	115
		Coat vest 2.25 meat 1.00 Hat 7.50 Shaver 2.50	525
		Chem Gun 5 Shells 5.00 Shaw 1.00 Coffee 2.00	175
		m ch 5 Rope 1.00 ax 9.00 saw 3.00 2 Halcumb 2.00	265
		Lace 2.00 H nails 4.50 Nails 1.8 Candy 1.00	73
		Food 1.2	82084

M

10

BOUGHT OF **McLIN, KILBOURN & CO.**

—DEALERS IN—

General Merchandise.

Country Produce.

Saw Logs...

1900

Bpt Hand

3 8 5 66

Sept

31

Snaps 15 Flour 90 Lob 10 Soda 20

1 45

L Ingram 300 on 5 cash 1.75

4 80

J Lewis 3.44 2 Haulers 60 H Shaver 15

4 19

Geo Kelly 1.72 Jno Jackson 1.87 Mrs Frozier 50

6 14

Coffee 100 m shaver 1.20 Shirt 50 H Hails 15

2 85

Spur 25 Knives 140 mosee hide 2.25

3 90

2 files 30 Cash 30 Miss Frozier 50

1 10

Oct

2

S Good 1.10 Satter 75 Shaver 150 Lace 30

3 65

Braid 5 Shaver 200 Callor Pads 190

3 95

Lat Balto 2.55 Rope 40 Sugar 50 B Bunker

3 50

Springs 10 Spring 50 5 Leather 1.20

1 35

Shaver 150 Shave String 100 Weibing 10

1 70

4

Bay Boat 90 ax 80 S Good 75

2 45

Soap 10 Braid 30 Ladies Callor 25

65

Lace 30 Calies 1.54 Saut 1.25 Cattle 90

4 99

Basket 20 Ck Cotton 1.05 Thread 25

1 50

Sugar 40 Coffee 50 On 5 Day 40

1 30

Lob 5 G Lack 75 Thread 5 Jaws 38

1 23

10

Va Coal Iron Co. 47.92 Jam Carter 25.18

73 10

S Good 1.25 Satter 45 Braid 50 Shaver 1.20

3 45

Mcher 15 Callor Pad 35 Calies 1.55

2 05

14

Cash 105 Mrs Lebeck 1.50 H Blair 8.75

1 130

Pants 1.25 Ag Lebeck 4.50 J Lewis 2.30

8 05

19

S Ingram 150 Cash 300 J H Hammy 1.50

33 00

J Branning 2.00 O Barnett 3.00 Sugar 50

5 50

Coffee 50 file 15 Satter 15 Nails 18 Sugar 50

1 93

Balt 30 Candy 25 Inopt 20 Beans 65 ax

1 40

Shaver 4.00 ax nails 90 Lob 2.00 Green 1.25

8 15

Bining 15 Flour 90 Candy 10 Rope 32

1 47

A L Bege 4.75 Jno Baker 3.19 G Cornett 5.00

12 94

Green Cornett 4.00 Jno Smith 7.75 Shirt 50

12 25

H nails 8 B Halcomb 3.42 Caps 10

3 60

Pander 20 L Globe 10 Rope 23 ord

53

Jam Carter 8.00 L Cherry 10 B Halcomb 3.00

11 70

Packer 40 Shaver 1.60 Hat 140 Hat 35

3 75

Hand 11

63 053

63 053

M

9

BOUGHT OF **McLIN, KILBOURN & CO.**

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

1900

		Balance Bnt Ford	177 30	
Aug	18	meal 65 Va coal & iron 65 11 ⁰⁰ paid Floyd	11 65	
		Dayles 41.92 Jim Branning 31.00	73 01	
		By David Hays Statement		90 48
		"Log at for Hauling		3559
		Balance		13589
			26196	26196
Aug	18	Balance	13589	
Sept	5	Misc Branning 3.80 Mr Larrison 2.10	590	
		Larrison 8.24 at 9 shars 50 flour 90 Sep 5	919	
		m shars 38 nails 20 flour 1.80 cash 5	243	
		Sug 50 Sug 10 Tob 10 Calies 19	89	
		Tam kaster 160 Batts 15 Gear 20 Knife 50	245	
	9	Sordins 10 Cosh 2.00 m shars 60 On 5	275	
		Callan Pado 1.00 Sug 10 at 9 shars 10 Nails 21	141	
		Witt 3.44 Tam kaster 6.50 Soap 5 4	998	
		At Begly 10.00 H Gear 5.36 kaster 24.2	1778	
	14	Lye Bulls 50 Salt 13 oats 30 On 5 Paid	93	
		Wm Hackworth 1.70 H m shars 1.20	240	
		m shars 40 Sug 50 Salt 13 Cosh 1.00	203	
		files 20 H shars 10 Tam kaster 2.60	295	
	21	Salt 18 Cosh 2.00 Cosh 5.00 Paid	718	
		Va coal & shars 65 15.20 Dams 42.71	5791	
	24	" " " " " 25.94 Okecher 20	2619	
		Walker Bay 1.25 H Cornett 1.00 m shars 75	300	
		Meat 2.50 Flour 1.80 Coffee 4.00 Sug 50	520	
	28	Leather 32 Hase 15 Calies 58 meat 2.50	355	
		Pander 10 Cops 5 oil 20 Rucut 15	50	
		H shars & nails 75 Shars 165 Tax 5	245	
	31	Rope 25 Sack 10 H Callan 1.00 Shars 1.50	285	
		Knife 35 Brads 5 meat 1.94 Soda 10	244	
		Sug 25 Flour 90 to Halcumb 3.50	465	
		Cosh 3.05 Coffee 50 Tam kaster 5.91 oil 20	966	
		Shars 50 H shars 20 Bnt 15 Hammer 15	100	
		L Ingram 1.00 H Cornett 1.00 Cosh 1.00	310	
		Dams Ingram 31.50 G Gilem 27.50	5900	
		Ford 10	5866	

M

8

BOUGHT OF McLIN, KILBOURN & CO.

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

1900

		Balance Bnt Ford		4185-
July	31	Ck 30° Ck 40° Jno Smith 338 Mrs Smith 165	1203	
		Hay 15- 3 Umbrellas 180 salt 90	285	
		oil 40 Flour 90 Sordine 10	140	
		thread 5 Powder 60 Flour 720	785	
		Sugar 100 Coffee 90 oil 80 Rice 50	320	
		meat 288 Flour 200 meal 65 Sug 25	578	
		Ham 10 H Shae 10 file 15 Tax 10	45	
		Salt 30 Leather 90 J Cornett 10	130	
		A L Begley 500 meal 65 meat 128	693	
		Tomatoes 15 Sug 45 Salt 75	95	
		Shae 175 Cuff But 20 box 10 Sup 15	220	
		Stirrups 30 Knife 35 Hoop 10 Oak	75	
Aug	1	M. L. T. 200 meal 50 ax Shae 216	466	
		Sugar 50 ax nails 60 m Shae 80	190	
		Bnt 10 Jacob Cornett 1250 Sug 50	1310	
		Bridler 125 J B Brauning 1000 Frozier 82	1207	
	4	Procter 13 Buq Halcomb 325 meat 650	988	
		Ham 147 Coffee 100 Pick 65 H Cornett 225	537	
	7	Jno Smith 55 Tob 50 Sordine 10	115	
		meat 5 A L Begley 600 Tame Caster 1000	1605	
		Coffee 45 Glass 30 Sugar 50 Ham 20	145	
		Tomatoes 15 thread 5 Lawn 35	55	
		Mchs 5 Bay suit 575 Coffee 60 &	640	
	11	H Shae 8 Shae 165 Tax 10 Button 20	203	
		Tob 10 Stirrups 40 H nails 20 Rice 25	95	
		Cork 150 Ctg. 90 Candy 10 Lawn 65	315	
		Tablet 5 Lace 15 over all 60 Sug 50	125	
		salt 70 Candy 10 Cork 75 Sug 50	205	
		Jo Dixon 50 J A Halcomb 100	150	
	14	Ha Coal & Iron Co 3985 Ck 560 Ck 1000	5545	
		Ck 580 Cash 500 Cork 200 Cork 1000	2280	
	17	Sug 50 Tame Caster 300 J M Smith 125	475	
		Mrs Frozier 100 Tame Caster 65	215	
		mat Smith 130 M Brauning 250 meat 100	480	
		Balance	17730	
		Ford 9	21915	21915

M

7

BOUGHT OF **McLIN, KILBOURN & CO.**

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

1900

But Food

			68979		
June	28	Tam Shepherd 275 H C Halcorn 5°°	775		
		Cork 5°° 4 grease 1°° H Grass 75°°	1350		
		Hare 10 0° H Grass 35°° Pants 225	585		
July	4	Shirts 11°° Sax 10 Hox 20 & Smith 679	869		
		Jo Dixon 6°° Peacher 25 Sugar 50 Rice 50	675		
		Sausage 5 mat Smith 26°° Peacher 13	278		
		H nails 40 needles 5 Saddle T. O. 8°°	845		
		Shirt 65 Tob 25 Peacher 13 Peacher 12	115		
		eyers 10 Tea Kettle 50 Hox 15 Hat 10	85		
		Hat 10 Salt 11 Coffee 60 Sugar 50 Tot 10°°	231		
		4 nails 82 meat 84°° Rice 25 Peach	948		
		25 oil 15 Mrs Grover 10°° Log 4486	626		
	5	Ed Bradley 683 Wagon 6530	7213		
		By Hauling 62988 ft at 25¢ pr 1000	63574	15744	
		" " 76614 " " 300 " " 1000		22984	
		" " 41409 " " 300 " " 1000		12422	
		" " 8210 " " 250 " " 1000		2050	
		" " Hermann Timber in full	1713	20000	
		" Log acct in full to date	3021	28850	
		" sif in last measurement (1000 ft)		1753	
		" Saming Logs Best Peach		2444	
		" Saming Logs in Bear 5000 1000		1248	
		Balance	23921	107495	107495
		By Balance		23921	
July	31	0° Andy Shepherd 15°° Cork 486 CK 33°°	3936		
		CK 15°° Jonah Jan 825°° M B Birds 125°°	11000		
		Tam Larson 5°° Shair 190 Sugar 75	765		
		Calies 75 CK Cotton 30 Corset 50 4	155		
		H B Edington 15 Soda 10 Tot 11°° Coffee 60	185		
		Serene 5 Sugar 50 Cork 6°° Shair 25	780		
		Pitcher 40 Leather 20 Sax 10 Sage 31°°	370		
		H Dixon 262 H Grass 31°° Meat 813	1375		
		Mrs Halcorn 70 M K Kilbourn 11°°	1170		
		Balance	4185		
		Food 8	23921	23921	

M

6

BOUGHT OF **McLIN, KILBOURN & CO.**

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

1900

But Food

May

14

By over charge on corn
" Hauling Goods
Balance

488 26

49 50

10 00

428 76

488 26

488 26

To Balance

428 76

June

2

Calico 27 Calico 75 Hammer 60

162

Hauling 250 Bread 20 Shirt 75 Soap 20

365

Thread 50 Nails 20 Pitcher 25 On 10

60

dish 15 Va Coal & Iron Co 17 28 Paid

17 43

Va Coal & Iron Co 36 57 Huff A & Thomas 65 2

43 09

Cork 200 Cork 8 25 Cork 12 00 Sugar 50

23 75

Coffee 40 Candy 10 Boxes & Williams 5 45

595

6 Coffee 45 Soda 20 Hammer 1 00 Cal 70

240

Thread 5 Candy 5 Caneb 10 Soap 5 50

370

9 CK 150 Williams 4 00 Suspension 35

585

Shoes 250 Tomatoes 30 Inept 20

300

Rice 5 Calico 12 On 10 apter 20

47

meal 1 00 Lob 25 Cider 5 04 Smith 235

365

11 Shoes 190 Ctg 50 Sale Leather 55 Fox 10

305

one hie 8 00 sent 63 one hie 25

888

Knife 45 Candy 10 meal 2 00 meat 1 88

443

Coffee 50 Sugar 50 Rice 50 Calico 60

210

18 cat osh 30 meat 1 13 Coffee 50 Syrup 30

223

Sugar 7 Hammer 50 Flayed day 64 40

6497

CK 2 00 CK 253 Cork 397 Spoons 15 Thread 20

885

Calico 25 Gaster 10 Buttons 20 Bush 2

97

Hammer 20 Hammer 7 pop 5 Bridle 90

122

Shirt 50 Coffee 50 Salt 50 Rubber 10

160

23 oil 15 Hat 35 Calico 13 Cof 15 Spool 5

73

Thread 15 Lining 9 33 Hat 1 20 Pants 17

348

Shirt 95 Soap 3 00 Pitcher 20 Broom 10

425

Lining 10 Bridle Bits 25 Chimney 10

45

26 Burner 10 L Bagg 13 50 H Singleton 60

1420

A Shepherd 1671 CK 5 00 Tomatoes 15

2186

Suspender 25 Fox 10 Candy 5 J Smith 2 41

260

6997

68979

Food 7

M

5

BOUGHT OF **McLIN, KILBOURN & CO.**

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

1900

But Food

24603

Apr	23	nuts 10 Garters 15 nuts 5 Paid H Co,	30
		Halecomb 555 H Barnett 500 Cosh 250	1305
		Cx 500 Cx 150 Job 10 Hammer 60 Bush 40	765
	24	oil 80 On 5 Lap line 10 Cx 50 mch 5	150
		pep sauce 20 Cx 1000 Cx 1000 Cosh 550	11570
	30	Cx 195 Sox 10 Shaver 165 Knife 30	400
		Nails 7 S. book 15 Jno Smith 200 Coffee	222
		30 Sugar 15 Hory Coffee 30 Sugar 50	125
		Rice 25 Salt 40 Candy 15 Cosh 300	380
May	7	J R Halecomb 75 ax grease 20 Beef 20	120
		Candy 10 Beef 20 Hooks 25 J Jackson 450	505
		Loose Key chain 10 Pocher 12 Pocher 25	52
		Candy 5 Pocher 12 H Pander 25 Candy 5	47
		Shaver 65 Cx Cotton 75 Cane 15 Thread 5	160
		Pocher 25 Sprigs 10 dynamite Cops 20	55
	8	H nails 20 Saddle 600 Paint 150	770
		Suspender 15 Shirt 25 Candy 25	65
		Job 25 Jno Smith 195 Sugar 50 Syrup 70	340
	10	Bal shaver 25 Jace 10 Pander 50 Job 45	130
		Salt 56 Suspenders 25 Sox 10 Candy 10	101
		Job 15 nuts 10 Cider 5 Pocher 20 & 4	50
		mat Smith 255 half Sals 20 ax grease 50	325
		nails 58 Shaver 185 Sugar 50 Candy 10	303
		Cider 40 Cosh 75 Coffee 50 Shaver 30	185
		Job 25 Grease 50 Candy 10 Shaver 150	235
		Beef 20 Candy 10 Knife 45 Tann	75
	12	Shepherd 200 Leather 50 Cider 5 & 4	335
		Saddle 575 Green Cornith 86 nut 487	1148
		Sox 10 Bell 75 Shaver 30 Coffee 100	215
		Seed 15 Iron 30 H nails 50 Sugar 25	120
		file 35 Shaver 125 Shirt 50 Job 5	215
		Syrup 20 Cider 20 Bob Rogers 800	895
		6 Nails 640 J Jackson 150 Mrs	790
		Halecomb 120 Cx 300 Shaver 585	1005
		Hay 115 oats 920	1035
		Food 6	48826

M

4

BOUGHT OF McLIN, KILBOURN & CO.

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

1900

Bat - Ford

mch

19

Callan Pads 1.00 H Nails 1.00
 Brods 10 Bed Steads 9.00 Coffee 60
 Nails 30 Harp 25 B String 10 Iron 1.20
 Packer 20 Soap 10 Lid Iron 2.00

7 0 3 41

2 0 0

9 7 0

1 8 5

2 4 0

Apr

2

Horness 6.00 Callan 1.50 Pad 50
 Hams 50 Chains 100 B Band 50 H String 20
 CK Lins 250 Jonok Iron 57.50 Cork 2.00

8 0 0

2 2 5

61 8 5

5

Iron stone 45 Iron 50 Nails 20 Sugar 20
 Quinine 25 Balts 10 H Singleton 95

1 4 3

1 3 0

6

Balance on corn 58 9.5 Blunt Iron 45.00
 Cork 3.00 CK 12.00 CK 77.62 300 Bushels
 corn 225.00

10 3 9 3

9 5 6 2

2 2 5 0 0

1 2 1 8 7 4

By Hauling 31468 ft at 3.00 per 1000

94 4 0

Balance

1124 3 4

12 1 8 7 4

12 1 8 7 4

To Balance

1124 3 4

8

CK 10.00 CK 10.00 CK 51.76
 Cork 3.90

7 1 7 6

3 9 0

14

By Bills Receivable = Note

1200 0 0

1200 0 0

1200 0 0

Apr

19

To CK 184.84 Cork 30.00 file 15 Iron 50
 nuts 5 spurs 15 Cork 24 Shars 1.25
 nuts 10 Balts 5 pepper 15 Soap 10 Jjensen 75
 Tame Baxter 1.25 Coffee 50 Sugar 50
 Callan 50 B Band 25 Chains 75
 Rope 20 Hams 2.00 dishes 45 Coffee 65
 Coffee 45 Sugar 1.00 Beans 70 Cups 10
 Strainer 15 Buresets 50 NW Pans 20
 K & Gatto 75 Salt 25 Packer 25
 Shars 1.50 Coffee Pat 20 Bed Lick 1.50
 Camb 10 Glass 50 Seed 15 Marbles 5
 Calico 43 Bleeding 10 On 10 m
 Shars 30 ax 9 near 1.00 Bits 80 Frank
 Lewis 1.00 Will Cornett 5.00 Cork 2.00
 21 Sugar 25 Beef 15 Fat 10 K & Gatto 75

215 4 9

21 9

115

212

150

320

225

90

125

320

80

63

210

800

125

2 4 6 0 5

Ford 5

M

3

BOUGHT OF **McLIN, KILBOURN & CO.**

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

1900

Bot Food

586 36

Feb

1 Onil 5 Cuff hammers 10 Corn 75
 raisin 5 Fadder 25 book 5 Ct 40
 Jim Cornett 75 Raisin 5 On 15
 3 Cox 10 Shaw 25° Genue 20 On 15
 Cox 5 Ct 40 10 Candy 5 mase 75—
 By Hauling 82188 ft at 55° p 1000
 " " 7816 " " 55° " 1000
 " Saming 3924 " "
 " Hauling 3924 " " 504 p 1000
 " " 32 Logs

90

70

95

295

95

45203

4298

207

1962

3200

4411

Balance

592 81

592 81

Balance

44 11

16 axters 10 Cakes 5 mchi 30 umbrellas 75
 Lot 25 Candy 10 Goods 82 On 5
 Trainers 15° Salomon 15 Candy 10
 Roger 15° CK 120° CK 15° Corn 1538
 Floyd Day 100° Cosh 195 Paid
 19 Mill Cornett 50 CK 75° CK 150° CK 60°
 CK 10° CK 125° CK 375 Mr Lamson 775
 28 Mat Smith 25° Jam boots 135 files 75
 Job 2° Sugar 50 Ed Bradley 162°
 Ed Bradley 3° Sardines 15 Medicine 25
 Candy 25 M Shaw 48 Salt 25° Cup 10
 mch 14 Cops 15 Strainers 10 Rope 25 Sugar 25
 Cox 5 Ct 40 25 On 5 Salomon 20
 Hatters 64° Red tick 18° Shaw 290
 Lot 25 Harness 61° Bridle 25°
 Chains 15° CK line 275 Hammers 2°
 Horse strings 80 Cosh 2° Horse call 25
 A Pade 15° Sofa Ed Bradley 3° paid
 John Smith 663 On 5 Mat Smith 185
 Miss Halcomb 250 Coffee 45 Rice 75
 Sugar 34 files 25 Suspension 25
 springs 10 Cosh Shaw 250 Lot 50 Sugar 50

120

122

175

151 48

10210

28550

3400

465

1870

420

333

75

55

1010

875

525

530

430

853

370

84

310

703 41

Food 4

M

BOUGHT OF **McLIN, KILBOURN & CO.**

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

1899

But - Guard

			149298		
Jan	1	Corn 118° Corn 155°	13353		
		Ach Halbrook 588° CK 15° CK 15°	8880		
		CK 15° CK 85° CK 100° CK 50° CK 98°	26060		
		CK 925° CK 839° CK 193° CK 30° CK 10°	23578		
18		Corn 625° Corn 191° CK 45° Interest on	7037		
		400° note to Fayett Hall Bank	1117		
28		Sardines 10 mule shaw 25° Cash 50	315		
Dec	1	meat 65° Calico 40 H & L Lewis 4°	1090		
	10	CK 5187 CK 10° Glass 40 Ed Brady 16°	7827		
		Ed Davis 7° Bridle 19° Sardines 10	810		
	17	Spar 25 CK 12° Hayd. Day Leo 30152	31376		
	21	Corn 1375 Pants 175 Legging 165 Hat 35°	2065		
		Sardines 10 Cash 7° Cape 35° Shaw 155	1195		
		Sack 35 Fish 15 Lantern 75 On 5	130		
		Bills Payable 150° Bills Payable 72°	22200		
		By Hauling 110021 ft @ 50¢/100	55010		
		" " 4731 " " 30 " 100	1419		
		" Laming 19483 " " 50 " 1000	974		
		" Hauling 122723 " " 50 " 1000	61361		
		" " 166916 " " 30 " 1000	50073		
		" " 27909 " " 30 " 1000	8370		
		" " 61479 " " 50 " 1000	30739		
		" " 48894 " " 50 " 1000	24442		
		" Live Stock acct	10000		
		" Merchandise acct	625		
		<u>Balance</u>	53318		
			296331	296331	
1900		<u>Balance</u>	53318		
Jan	6	Sugar 10 Rope 15 Suspender 25	50		
		mace 10 Cash 5° Corn 1968 Cash 70	2548		
14		Tab 25 mcho 5 Cash 5 Beef 20 Paid	55		
		J Larrison 5° Solomon 45 mace 795	1340		
24		Breaching 325 Cellar Pad 75 Brads 15	415		
		Tab 10 Corn 375 Solomon 30 On 15	420		
27		Sugar &c 25 Shaw 225 Shaw 225 On 15	490		
		<u>Hand 3</u>	58636		

Line Fork, Ky., May 7th 1903

Mr W.R. Johnson

BOUGHT OF **McLIN, KILBOURN & CO.**
—DEALERS IN—
General Merchandise.

Saw Logs...

Country Produce.

1899

May	31	0 ¹ Saff for oxen	40000	
July	1	" Andy Shepherd for corn	1750	
	4	nails 40 nails 17 ⁰ 04 Nails 176 ox Shaws 1 ⁰⁰	436	
	7	Cash 17 ⁰ Hatchet 65 Bells 75 auto 25-	340	
	22	Blauets 2 ⁰ Shaws 15 ⁰ Calico 60 4	410	
	27	Shaws 220 Gaster 20 Green 10 Beef 20	275	
		14 Shaws 30 Nails 10 Brush 30 Comb 10	85	
Aug	15	perfume 10 Sax 10 Rope 45 Nails 75	150	
	17	A Shepherd 41 ⁸⁷ CK 5 ⁰⁰ Cash 32 ⁵	5062	
	21	ox Shaws 35 ⁰ Sugar 30 Ed Jane 72 ⁵⁰	7630	
	23	By John Blair		1013
		Balance		55125
			56138	56138
Aug	23	To Balance	55125	
		Steel & Iron 35 Suspendor 20 Candy 15	70	
Sept	13	Pants 35 ⁰ meat 26 ⁰ Shaws 17 ⁰ Soap 5	785	
		Cash 25 ⁵ Shaws 20 Candy 10 Book 5	290	
		Leather 40 B brand 138 Cash & Rope 87	265	
	18	J.B. Co. Barnett 150 ⁰⁰ CK 25 ⁰⁰ CK 10 ⁰⁰ CK 21 ⁷⁷	20677	
		CK 60 ²³ A Shepherd 80 ⁷⁵ White & Sax 84 ⁵⁰	73378	
	21	Becknap des. 27 ⁹² CK 35 ⁰⁰ CK 55 ⁰⁰	11762	
		Pander 30 fuse 5 Saw 350 2 ax 18 ⁰⁰	535	
		2 files 30 Iron 17 ⁰ Shaws 14 ⁰ Sax 10	350	
Oct	6	Batts 45 Job 32 ⁰ Oils 5 Beef 20 4	385	
		Beef 15 Sprig 15 Leather 65 files 50	145	
	8	Hams 90 Rope 10 meat 41 ² Paint 39 ⁰	812	
		Brush 15 Bills Payable 100 ⁰⁰ CK 15 ⁰⁰	11515	
		CK 20 ⁰⁰ CK 72 ³ CK 25 ⁰⁰ CK 5 ⁰⁰ CK 110 ⁰⁰	16723	
		A Shepherd 90 Beef 20- 2 Sams 62 ⁵	740	
	14	Etgo 25 J Davis 235 ⁵ Sippers 25	385	
		Cup 5 Wick 5 oil 15 Leather 10	35	
		Candy 5 Beef 20 Sax 90 Sack 35 Cash 1 ⁰⁰	240	
		J Davis 75 Ed Bradley 75 Etgo 50 Candy 10	210	
		J Witt 11 ²⁰ S Bush 19 ⁰ Pants 15 ⁰ Paint 39 ⁰	1670	
		Cash 200 Cash 20 ²⁰ Ed Bradley 22 ⁵ ax	2445	
		Shaws 175 Nails 19 ⁰ CK & cash 48 ¹	756	
		Ford 2	149298	

12250
 or for work on
 S Comets but 540

11500
 23536
 15541
 116004

22228
 15481
 11849
 11007

This deed made and entered into this the 11th day of February 1902, by and between W. R. Johnston and Sallie Johnston his wife, parts of the first part and Geo. P. Cridlin, Trustee party of the second part all of the County of Lee and State of Virginia; WITNESSETH; That whereas J. H. Johnston and W. T. Johnston are justly indebted to the firm of McLin Kilbourn & Company in the sum of ~~Twelve~~ hundred dollars (\$1200.00) evidenced by note executed on the 12th day of ~~April~~ 1900, and due one day after date, which said sum of money the said W. R. Johnston has undertaken to help to pay; and Whereas the said McLin Kilbourn & Company have this day advanced to Sallie Johnston the sum of One hundred dollars (\$100.00) and has agreed to go her security to Robert L. Pennington, Commissioner, on the note for the ~~purchase~~ price of a tract of land to be sold by said Commissioner on Monday, February the 17th 1902, to an amount not greater than Three hundred dollars (\$300.00); and the said parties of the first part being willing and anxious to secure to the said McLin, Kilbourn & Company said sum of \$1200.00 and \$100.00 and to save them harmless on account of the suretyship on said purchase money notes aforesaid, as well as in consideration of the sum of One dollar (\$1.00) cash in hand paid the receipt of which is hereby acknowledged, the said parties of the first part, have this day bargained and sold, and by these presents do bargain, sell and convey unto the said Geo. P. Cridlin Trustee, the following described tracts, peices or parcels of land, situated in the Pockett Country, in Lee County Virginia;

107
First;- All that tract or parcel of land conveyed by W. D. Doss and wife to W. R. Johnston, by deed which is duly recorded in the Clerk's Office of the County Court of Lee County Virginia, and then conveyed by Robert L. Pennington Special Commissioner to the said Sallie Johnston by Deed bearing date on the 13th day of November 1899, which deed is also duly recorded in the Clerks office of the County Court of lee County, containing by estimation 105 acres, but for a more particular description of which reference is made to said deed aforesaid.

Second;- A tract of land on both sides of Straight Creek in the Pockett Country in Lee County Virginia, conveyed by John Z. Newman and wife to W.

R. Johnston and conveyed by the said R. L. Pennington Special Commissioner to said Sallie Johnston in said deed of the 13th of november 1899, afore-said containing by estimation 166 acres but for a more particular description of said ^{tract of} land reference is made to said deed.

Third;- Another tract of land lying on Straight creek and the Big Branch containing 40 acres more or less and is the same tract on which the said parties now lives being a part of the old ^{Campbell} Johnston tract of land and is the same land which is decreed to be sold and advertised for sale on the 17th day of February 1902, as aforesaid also, said parties of the first part convey and sell to the said parties of the second part all their right, title and interest in the following personal property to-wit; Five yolk of work oxen together with yolk and chains and grab also four mules and gear- ing, also two log wagons, being the said personal property described in a deed of mortgage executed on the 13th day of April 1900, by J. A. Johnston and W. T. Johnston to McLin, Kilbourn & Company and duly recorded in the Clerks Office of Letcher County Kentucky on the 30th day of April 1900 and in the Clerks Office of the County court of Lee County Virginia, on the 11th day of June 1900, to which deed reference is made,; also two horses known as the George Middleton horses and one three inch Studebaker road wagon it being the same property described in a deed of mortgage executed by he said William R. Johnston to McLin Kilbourn & Company on the 14th day of December 1900, and which was duly recorded in the Clerks Office of Letcher County Kentucky on the 27th day of December 1900, to which deed reference is made for a more particular description of said property.

To have and to hold said property both real and personal to the said Geo. P. Cridlin and his heirs forever, in trust, nevertheless, to secure the full payment of all of the said sums of money hereinbefore referred to, together with such interests as has or may hereafter accumulate thereon, and as to the payment of which the said parties of the first part each waive their homestead exemption which said sums of money are to be paid within twelve months from this date. Now if the said parties of the first part shall well and truly pay said sums of money to the said McLin Kilbourn &

Company, together with such interest as has accumulated or may accumulate thereon within twelve months from this date, and shall secure and save harmless the said McLin Kilbourn & Company on account of their suretyship on said notes aforesaid, then this deed to be void and marked released, but should they fail to pay the same or any part thereof within the time aforesaid then it shall be the ^{duty} of the said geo. P. Cridlin Trustee as aforesaid to sell said property, both real and personal or enough thereof to pay and discharge said indentedness or such part of it as may then remain unpaid said trustee will first sell the personal property herein described or such of it as may be turned over to him at the time of sale; he will next sell the real estate mentioned in this deed beginning with the Doss tract and continuing until enough is sold to pay such sums as may ^{then} be due on said indebtedness. But it shall not be the duty of said trustee to sell any of said property until he is requested so to do in writing by the said McLin Kilbourn & Company their survivors, successors or assigns. The said Trustee before proceeding to sell will advertise the time, ~~terms~~ and ~~place~~ of sale by posting written notices thereof at at least three public places in the County of Lee one of which shall be on the Court-house door another at Pennington Gap and another in the neighborhood of said land. Said sale shall be made at the front door of the Court-house of Lee County, on a Court day as to the real estate mentioned in this deed; the personal property may be sold at any place designated by the parties of the first part and the said McLin Kilbourn & Company and may be public or private as said parties direct.

And said parties of the first part covenant to and with the said parties of the second part that they will warrant generally the title to all of said property both real and personal. Witness the following signatures and seals, this the day and year first above written.

Wm. R. Johnston (Seal)
her
Sallie x Johnston (Seal)
mark
Geo. P. Cridlin (seal)

Virginia, Lee County to-wit;

I, B. N. Barnett, a Justice of the Peace in and for the County afore-

said in the State of Virginia, do certify that W. R. Johnston and Sallie Johnston his wife, whose names are signed to the foregoing deed bearing date on the 11th day of February 1902, have acknowledged the same before me in my County aforesaid. Given under my hand this 12th day of February 1902.

B. N. Barnett J. P.

Virginia, Lee County Co-wit:

I. B. M. Morgan, Clerk of the County Court for the County aforesaid in the State of Virginia, do certify that geo. P. Criddle Trustee whose name is signed to the foregoing deed bearing date on the 11th day of February 1902, has acknowledged the same before me in my County aforesaid. Given under my hand this the 13th day of February 1902.

B. M. Morgan Clerk.

Virginia, Lee County to-wit;

In the office of the Clerk of the County Court for said County the 13th day of February 1902, this deed was presented, and together with the certificate thereto annexed, admitted to record.

Teste; B. M. Morgan Clerk.

A Copy Teste; ~~B. M. Morgan~~ -----Clerk.
(D. B. 38 page 285 & C.)

W. R. Johnston wife
To { Deed
Geo. P. Cridlin Trustee

Copy -

Clerk \$1.00

This deed made this 13th day of November 1899, between Robt. L. Pennington, Special Commissioner as hereinafter set forth, party of the first part, and Sallie Johnston, of the county of Lee and State of Virginia, party of the second part; Whereas by a decree of the Circuit court of the County of Lee entered on the 13th day of November 1894, in the chancery cause entitled C. M. McClung & Co. vs W. R. Johnston therein depending, it was, among other things adjudged, ordered, and decreed that Robt. L. Pennington who was there by appointed Special Commissioner for the purpose should sell by public auction after certain advertisement and upon certain terms in the said decree fully set forth certain real estate therein described; and Whereas the said Robt. L. Pennington pursuant to the said decree did on the 21st day of ^{Jan}y 1895, after having duly advertised the same in accordance with the terms of the said decree offer for sale by public auction the following described real estate to-wit; 1st. A coal & mineral right of 50 acres conveyed by Carter Eldridge to Wm. R. Johnston & situated on the waters of Bailey's Trace in the Pockett, 2nd, 1/2 interest owned by W. R. Johnston in a tract of land conveyed by Wm. Garrett & wife to W. H. Wax & 1/2 interest therein sold to W. R. Johnston by said Wax situated in the Pockett; Third. A tract conveyed by W. D. Doss & wife to W. R. Johnston situated in the Pockett on the waters of Big Branch & Fourth, a tract conveyed by John Z. Newman & wife to W. R. Johnston situated in the Pockett. At which sale the said Sallie Johnston made the last and highest bid therefor and became the purchaser thereof at the price of Seven hundred and ninety-five dollars; and Whereas the said sale was duly reported to the Court by the said Special Commissioner and was by another decree entered in the said cause on the - day of March 1895, by the said Court approved and confirmed; and Whereas the said Sallie Johnston has paid the whole of the said purchase money which payment was duly reported to the said Court and whereupon by another decree entered by the said Court in the said cause on the 13th day of November 1899, the said Robt. L. Pennington appointed Special Commissioner to execute and deliver to the said Sallie Johnston a good and sufficient deed with special war-

ranty conveying the said real estate to her in fee simple; Now therefore this deed witnesseth, that for and in consideration of the premises and in obedience to the said last mentioned decree the said Robt. ^{L.} Pennington Special Commissioner as aforesaid do grant unto the said sallie johnston with special warranty the real estate hereinbefore fully described. Witness the following signature and seal.

Robt. L. Pennington (Seal)

State of Virginia, County of Lee to-wit;

I, B. M. Morgan, Clerk of the County Court for the county aforesaid in the State of Virginia, do certify that Robt. L. Pennington whose name is signed to the writing hereto annexed, bearing date on the 11th day of November 1899, hath acknowledged the same before me in my County aforesaid. Given under my hand this 17th day of January 1900.

B. M. Morgan Clerk.

Virginia, Lee County to-wit;

In the County Court Clerks office of the County of Lee, the 5th day of August 1901. This deed was presented to me in my said Office and with the certificate annexed, admitted to record at 3 o'clock P. M.

Teste; B. M. Morgan Clerk.

A Copy Teste; B. M. Morgan -----Clerk.
(D. B. 37, page 536&c)

R. L. Pennington ^{Cour.}
Toz Deed
Sallie Johnston

Copy -

Clerk. 60cts

This Deed made and entered into this the 13th day of December 1893 by and between Wm R. Johnston of the one part and R. L. Pennington trustee of the other part. Whereas the said Wm R. Johnston is justly indebted to John L. Pennington in the sum of \$900.00 with interest from the 13th day of Dec 1893 which sum of money the said Wm R. Johnston himself & his heirs to pay together with interest for-
said and is desirous to now effectually secure; Now therefore this Deed Witnesseth that the said Wm R. Johnston for and in consideration of the premises & One Dollar in hand paid by the said R. L. Pennington the receipt whereof is hereby acknowledged doth sell release, convey & turn over to him the said R. L. Pennington & his assigns forever the following described personal property to-wit: One black mare mule named "Julia" about 7 or 8 years old another black mare mule mate to the above "Julia" named "Lacie" and about 7 or 8 years old; One mare mule, between a rose & Brown color named "Susie" about 7 or 8 years old one black mare mule named "Buck" and about 7 or 8 years of age, One horse mule, named "Dick" and about 6 or 7 years old, One horse mule ^{black} named "Jess" and about 6 or 7 years old all of which said mules the said Johnston purchased this day from the said J. L. Pennington the harness & gear belonging to the said mules making

6 pair 3 "Old Hickory wagons" all of which
is $3\frac{1}{4} \times 10$ steel skews and all of which
said wagons the said Johnston this day
purchased from J. L. Pennington to have and
to hold the said mules, harness & gears
& wagons unto the said R. L. Pennington &
his assigns and executors forever. In
Trust nevertheless and the use interest
& purposes following and none other
namely; that the said William R. Johnston
be suffered to remain in quiet and peace-
able possession of the said property until
he shall make default in the payment
of the said sum of money, which said
payment is to be effected and made thus
to wit; by hauling lumber for the said
Pennington out of the Pocket to the Station
at Pennington Gap, at the rate of 3.00
¢ 1000 ft & for hauling lumber to J. L. Pennington
being well at 2 ¢ per 1000 ft $\frac{1}{2}$ of which
said price for said hauling is to be credited
on the price of said property, or debt of \$900.00
the other $\frac{1}{2}$ of the price for hauling is to go
to paying expenses for said hauling. And
now if the said Johnston shall fail & make
default in payment of the above said sum
of money in the manner above set forth or
by any other manner fail & make default in
payment of said sum by the 1st of December
1894 then the said R. L. Pennington or his as-
signs shall proceed to take charge of the
above property if the said J. L. Pennington

shall request and after 15th Days Notice posted & 3 Public places in Lee County, sell the same or so much thereof as shall be necessary to pay the balance that may remain unpaid at that time at Public auction to the highest bidder for cash.

The Place of Sale is to be fixed by the trustee, And out of the proceeds of said sale he shall first pay the Costs attending the execution of the Trust 2nd to pay & all that may remain unpaid on the above Debt to the said J. L. Pennington with legal interest from Date of Deed & 3^{rdly} pay any Balance due to said Johnston. And if the said Johnston shall well and truly pay the said Pennington in the time and manner set forth above or by any other manner pay him then this Deed is to be null & void other wise to remain in full force and virtue. Witness the following seal & signature this the Day & Year above written
Wm R. Johnston Seal

Virginia Lee County Court:

J. E. H. Pennington a Notary Public in and for the said County of said do certify that that H. R. Johnston whose name is signed to the above writing personally appeared before me in my County & State of said & acknowledged the same.

Given under my hand this the 13th Day of Dec 1893

E. H. Pennington N.P.

Virginia Lee County Court:

In the office of the Clerk of said
County the 15th Day of Dec-1893 this Deed of
Trust was presented and together with the
Certificate thereto annexed was admitted
to record.

Teste S. F. Richardson Clerk
"Acquiescent"
"Teste" S. F. Richardson
Clerk

R. L. Cunningham Trustee
From

William R. Johnston

Copied from Book

Book 24 P 485-

(2.90)

Mr. W. R. Johnson

BOUGHT OF McLIN, KILBOURN & CO.

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

May	2	To Balance on Statement	9 63 35
	3	" Cosh 3° Meat 6° Coffee 1°	10 00
	4	" Shas 1.75 Hase 20 Cartridge 1°	2 10
		0° Drawing for Mark 44° Corn 30°	34 49
	8	" R Garnet 6° Geo Lease 127 4	18 84
	10	shirt 15° shirt 60 shavers 70 2 Collars 20	22 5
		shas string 90 5° Coat vest 5-75° Pants 125	7 05
		Hat 1.4° vbook 10 Suspenders 30 Hox 10	19 0
		Candy 50 Pants 1° shirt 1° Beef 15	2 65
		Saltine 15 Rice 25 Candy 25 Quinine 1°	2 15
		Coffee 50 Bryant Halcumb 3, 5°	4 00
	13	Bills Payable 150° Coffee 15° Hat 25	151 75
	15	Peppermint 40 Cinnamon 20	60
		0° M Corneth 7° Knife 15° Pan Hat 25	7 40
	16	Sugar 1° Soda 25 Rice 25	15 0
		5 Pan 35 Pan 15 Sax 20 Cotton 30	1 00
		Candy 10 Check 3° Check 187°	21 80
		Check 133° Check 175° W R Lewis 62 15	92 95
	17	Check 15° 0° Stampers & Iron 431	19 31
	19	Mary Lewis 2° S S Iron 2, 99	4 99
	24	J Corneth 5° H Blanton 2, 50	7 50
		Bevin 9 5° Sugar 1° Coffee 1° Rope 15	22 0
		meat 3.7° Flour 90 salt 1, 3 Bleach 37	6 11
		Calico 17 shas 1, 35 Suspenders 30	18 2
	29	0° J Warner 4° W H Stewart 4°	8 00
		W H Stewart 4 12 thread 30 Storch 5	4 47
June	1	Shas 1.75 Soda 15 Jno Hughes 4°	5 90
		Tobacco 2° Coffee 1° Matches 10	3 10
		Soda 10 Shas 2° Our alls 1°	3 10
		Broom 20 Sax 10 Bonyo string 9, 5	35
		J Astep 10° Cosh 5° Sardines 10	15 10
	4	Hat 1.4° shavers 70 shas 265	47 5
		Storch 10 Sax & Hox 35 Phoebe 30	75
	6	Mrs Halcumb 2, 40 ax 85 files 20	35 0
		Shas 1, 25 Hase 25 Umbrella 90	23 0
		Coop 15 matches 10 ax nails 85	11 0
		Good 2	1420 12

BOUGHT OF **McLIN, KILBOURN & CO.**

—DEALERS IN—

General Merchandise.

Saw Logs . . .

Country Produce.

1902

		But Ford		142013
June	7	Ox shars 80	Sax 20 Bleach 25	125
		Maint 35	P Ham 15 Sausage 15	65
		H Blanton 5.00	Coffee 1.00 Soda 15	615
	14	A Jackson 3.75	Sam Hauler 70	445
		Meat 861	Tobacco 1.00 Flour 2.05	1166
		Coffee 1.00	Calico 31 Ham 20	150
		old book 10	st Goods 125 Braid 15	150
		Cambrie 30	Bleach 5 Pins 5	40
		Safety Pins 7	Wicks 5 Corn 15.00	1512
	19	Eli Whitaker 2.00	Coffee 1.00 Tob 1.00	400
		Sugar & Crak 10	H shars 15 Nails 10	35
		Flour 1.80	pepper 10 Cambrie 5	195
		thread 15	st Goods 25 Calico 60	100
		Tob 25	Ham 10 Candy 10	85
	21	Finley Barnett 8.95	M Barnett 1.70	1065
		Tobacco 1.50	Corn 5.00 Cash 5.00	1150
	23	Bryant Halcumb 5.00	Cad Shuts 30	530
		Mule shars 25	Hat 17.50 Cash 17.50	325
	29	Flour 1.80	shars 1.65 H shars 1.30	515
		Coffee 1.00	shot & Cartridges 90	200
		Leather 20	Tob 1.00 E Cornett 2.00	320
		Jno Hughes 40	Plackers 20 Corn 25	85
		Sugar 1.00	Coffee 50 Soap 5 Soda 10	165
		Flour 1.80	Pope 10 H shars 40	255
		Calico 50	somit 50 oil cloth 50	160
		Blueing 5	Coffee 40 meat 1.00	320
		Soda 10	Coffee 50 J Browning 1.50	210
		Sugar 25	Seed 30 Tob 1.00	155
	Candy 10	Sax 10 Garters 5	25	
July	1	Jno Hughes 2.67	Cheek 7.85	1052
		meat 2.85	meat 1.50 Soda 20	455
		Tob 75	Soap 15 Coffee 50	201
		Sax 10	J Davis 1.60	190
		Jno Jackson 2.50	Cheek 33.50 meat 33.8	3938
	9	Tob 1.50	Sugar 1.00 Soda 10	190
		Ford 3		158602

BOUGHT OF **McLIN, KILBOURN & CO.**

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

1902

		But Fork	
			158602
July	10	Dr Goods 35 shipping & Belt 195	230
	12	Shat Gun 10:00 ox shaw 98 shid 40	1138
		Pla chs 25 J Hughes 2:00 meat 6:30	855
		Flour 3:00 Flour 60 Soda & coffee 1:50	415
		Sugar 1:00 Leather 5 Leather 10	115
		Book 40 Soda 10 B Malcom 3:50	400
		J Cornett 3:00 J Cornett 3:60	646
	14	Cash 5:00 Cheek 5:00 M Cornett 6:10	1610
		Tam Coaster 1278 Tam Coaster 20	1298
		J Hughes 3:75 Cash 15:50 J.P. Coaster 85:20	10445
	19	H Blanton 3:00 J.P. Coaster 420	4501
	21	Coffee 50 Sugar 25 Soda 10 Goods 20	105
		Suifer 10 Tob 1:00 Salt 25	135
		W Brauning 4:30 Flour 90 Sugar 25	545
	24	Sugar 1:00 Tob 1:00 Cothridges 75	275
		Pants 1:25 Shaw 1:60 Cof Pat 20	295
		Nails 30 Pla chs 20 Cash 1:00	150
	25	Corn 45:00 Ck P Milling Co 27:80	7285
	26	meat 5:70 Rope 10 Wick 5 Sugar 2:00	685
		Soda 10 Coffee 50 Shaw 1:25	185
		Od Stewart 8:25 B Malcom 4:00	1225
		J D Smith 2:15 E Cornett 5:00	715
		H Shaw 40 J Hughes 5:00 Cash 10:00	1540
		Ck 3:00 Sid 34 30 ax grease 25	355
	31	H Callan 1:25 meat 120 Shaw 5:25	770
		Tax 20 Tob 10 Pants 200 file 20	250
		Cheek 16:00 J Cornett 3:00 meat 6:82	2582
Aug	2	Sugar 166 Tob 160 Coffee 1:00	426
		H Nails 90 Ed Bradley 3:00	390
		H Bush 4:00 J Jackson 5:50	950
	6	shaw 160 Shaw 1:35 H Shaw 30	225
		meat 2:00 meat 307 Coffee 1:00	607
		Soda 10 Soap 10 matches 5 Calico 48	73
		shaw 160 book 10 Knife 25 J Hughes 2:00	395
		Cash 5:00 Cheek 30:00	4000
		Ford 4	2044 08

M

BOUGHT OF **McLIN, KILBOURN & CO.**

—DEALERS IN—

General Merchandise.

Country Produce.

Saw Logs...

1902

		But Ford	2044 08	
Aug	16	Stumps 25 meat 5.7° Shaws 1.75°	70	
		Pants 3.° Coffee 50 Bats 10	360	
		M Shaws 38 June 15° Caps 5° Dynamite 26	84	
		Jno Hughes 5.° Jess Edington 7.74	1274	
		A L Brauning 9.5-50 B Halecomb 7.00	1250	
	19	Cash 10.° J Brauning 2.5° meat 3.30	1580	
		Chain 1.0° Pants 1.5° Pants 1.60	410	
		meat 1.25 Sax 35 Shaws 2.25 Hory 15-	400	
		Shavers 30 Sordiers 20 Cider 5-	55-	
	22	M Shaws & nails 10 Rope 12 ax 1.75	97	
		St Goods 2.16 Thread 15 Bleach 30	261	
		Cumaria 30 Coffee 50 Soda 10	90	
		Sprigs 15 Tax 10 Leather 15 Paid	40	
		Ed Bradley 3.15 J Barnett 10.00	1315	
	24	V Shepherd 1.75 Tob 1.50 meat 5.1° Soap 10	845-	
Sept	2	Jo Davis 4.17 N Nails 25 Tob 1.05	547	
		meat 4.95 Coffee 1.00 Sugar 1.00	695	
		Soda 10 Knife 25 M Bush 6.00	635-	
		Cold shirts 10 Shaws 3.° Sordiers 10	320	
		Steel 1.2° Iron 75 A Callan 2.25	420	
		2 Callan Pads 70 Shaws 1.90 P. Ed	260	
		Bradley 2.80 Cash 2.25 meat 4.35	940	
	4	Shaws 90 Shaws 6.2° Sugar coffee 237	947	
		Nails 51 Tob 2.° Suspenders 25 Sax 10	286	
	8	Cash 260 Cash 50 V Shepherd 2.°	510	
		J Hughes 6.2° B Halecomb 8.1° files 30	1450	
	9	Ed Bradley 8.5° Bng Halecomb 125	981	
		Cash 11.25 meat 7.8° Rope 50	1955-	
		Sugar 50 Coffee & Tobacco 260	310	
	12	Soda 10 Shaws 2.85 Pants 1.35	430	
		Soap 10 ax handle 10 A Shaws 25	45	
	19	Sax 20 Jo Barnett 3.1° meat 5.°	830	
		Lincy 1.0° Shaws 1.6° N Shaws 38 Paid	298	
		J.O. Carter 5.° Rope 40 Shaws 3.°	840	
		Sugar 1.00 Bat 40 Sugar 10 meat 3.°	450	
		Ford 5-	2256 68	

BOUGHT OF McLIN, KILBOURN & CO.

—DEALERS IN—

General Merchandise.

Country Produce.

Saw Logs...

1902

		But Ford		125668
Sept	19	H shars 45 Cash 15 ⁰⁰ Green comat 37 ⁰⁰		1920
	24	B Malcanib 5 ⁰⁰ V Shepherd 19 ⁰⁰		695
		J Brauning 15 ⁰⁰ 50 Iron 50 Coffee 1 ⁰⁰		300
		Soda 10 ax grease 25 Lye 20 Sugar 50		105
		Knife 15 Wick 5 Tob 50 Lamp 10		80
		Cash 7 ⁰⁰ Check 50 ⁰⁰ overalls 60		5765
Oct	3	Flour 180 Shavers 70 Soda 15		265
		Pepper 10 Thread 20 m shars 8		38
		Pencil 5 Sugar 50 Jam Carter 50		555
	4	Oil Gas base 63 ⁰⁰ Meat 37 ⁰⁰ Tob 1 ⁰⁰		6837
	6	shars 17 ⁰⁰ Day 20 overalls 60		260
		shirt 75 Cambr 10 Calies 20		105
		Sardines 10 m shars 40		50
	7	Cash 57 ⁰⁰ Ed Bradley 53 ⁰⁰ Meat 8 ⁰⁰		7037
		H & m shars 12 ⁰⁰ H nails 54 shars 1 ⁰⁰		299
		Cups 10 Pants 90 and Jam Carter 12 ⁰⁰		1350
	14	L Gripper 5 ⁰⁰ V Shepherd 5 ⁰⁰ Paid		1000
		Jim Brauning 3 ⁰⁰ Cal Pado 75		375
		B alts 70 E Cornett 5 ⁰⁰ Meat 22 ⁰⁰		795
		Coffee 50 Sugar 50 Soda 5 Coffee 5		155
	16	Flour 180 Bill Good for self see Statment 12 ⁰⁰		1390
		ax shars 14 ⁰⁰ L Gripper 2 ⁰⁰ Meat 7 ⁰⁰		1050
		Flour 180 Coffee 1 ⁰⁰ Sugar 50 Lord 19 ⁰⁰		430
		ax grease 20 Cash 9 ⁷⁵ Cash 4 ²⁵		1420
	22	J Cornett 45 Mill Cornett board 13 ⁰⁰		587
		Corn 7 ⁰⁰ V Shepherd 5 ⁰⁰ Paid		1275
		for Hauling corn 25 ⁰⁰ Jam Carter 14 ⁰⁰		1650
		Corn and Fadder 30 ²⁵ Flour 27 ⁰⁰		3295
		4. shirts 1 ⁰⁰ shavers 45 Hams 15 ⁰⁰		355
		ax grease 50 Suspenders 30 OX & H		80
		Nails 108 Tob 1 ⁰⁰ H Malcanib 5 ⁰⁰		708
	24	CK Prington Milling Co, 62 ⁴³		6243
		Bug Malcanib 10 ²⁵ O. E. Malcanib 2 ⁰⁰		1225
		CK P Prington 103 ⁰⁰ E Cornett 85		10437
	25	Meat 15 ⁰⁰ Jim Frozier 2 ⁰⁰ E Cornett 3 ⁰⁰ E Cornett 50		735
		Ford 6		284554

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BOUGHT OF **McLIN, KILBOURN & CO.**

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

		But Food	
Oct	31	Kelly Hagg 25 ⁰⁰ J Barnett 5 ⁰⁰	284534
		Shaw 4.7 ⁰⁰ Sax 40 Coffee 1.0 ⁰⁰ Sugar 2.50	350
		Soup 25 Soda 5 Rubbin 9 15	660
		Chutneys 5 Bay salt 4.0 ⁰⁰ Shaw 1.40	45
		shirt 75 Annals 90 Parrot 1.50	545
		ax grease 65 L Griffer 8.06	315
		Goodby son 30 meat 4.5 ⁰⁰ Hams 1.0 ⁰⁰	871
		Cartridges by son 75 Salt 23	580
		Cash 150 O. J. Tamm Baxter 25.9 ⁰⁰	98
Nov	1	Cheek 53.5 ⁰⁰ E Barnett 4.2 ⁰⁰ meat 1.38	3140
		Flour 1.8 ⁰⁰ Flour 85 Coffee 1.0 ⁰⁰	5908
		H shaw 82 M shaw 70 sugar 50	365
		H nails 45 thread 10 Cray 5	202
		Cash 150 B Halcorn 4.5 ⁰⁰ Jim	60
	10	Boggs 5.0 ⁰⁰ M Barnett 75 E d	600
		Bradley 4.0 ⁰⁰ Beef 20 meat 7.8 ⁰⁰	575
		Flour 3.8 ⁰⁰ shells 1.0 ⁰⁰ matches 1.0 ⁰⁰	1200
		shirt 90 Sax 20 Annals 50	490
		Suspender 55 shirt 6.2 ⁵⁰	160
		M shaw 45 Sax 15 Sugar 1.0 ⁰⁰	680
		Cider 5 Pope 48 Girl 20	160
		Corn & Fadder 20 7.5 ⁰⁰ Cheek	73
		O. J. Will Melton 1.1 ⁰⁰ meat 6.45	2075
	13	O. J. T. O. Baxter 17.0 ⁰⁰ CK to Jim Boggs 6.85	1745
		Jim Boggs 1.15 K Halcorn 30	2385
	17	J. Cornett 10.0 ⁰⁰ Jim Boggs 1.60	145
		Cheek 84.0 ⁰⁰ Job 1.0 ⁰⁰ Coffee 1.0 ⁰⁰	1160
		Sugar 1.0 ⁰⁰ Nails 20 Annals 90	8600
		meat 4.2 ⁰⁰ O. J. L Halcorn 4.0 ⁰⁰	210
	21	Waist 1.0 ⁰⁰ Hase 25 M Barnett 75	820
	22	Tam Baxter 13.0 ⁰⁰ Tam Baxter 7.0 ⁰⁰	200
	26	CK Catton 30 Calico 17 Unstated 1.65	212
		Ribon 25 Band 18 shirt 1.35	278
		Buttons 25 Hase 20 Purcil 5	50
		Hat 1.65 meat 5.1 ⁰⁰ Salt 60 Coffee 1.0 ⁰⁰	835
		Food 7	222216

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BOUGHT OF McLIN, KILBOURN & CO.

—DEALERS IN—

General Merchandise.

Saw Logs...

Country Produce.

		But Food	322216	
Jan	26	Tob 1 ⁰⁰ Sugar 1 ⁰⁰ ax shars 85	285	
		Sausage 15 Candy 5 Spur 30	55	
		Saltman 15 Hay 80 J Cornett 25	120	
		Flour 1 ⁸⁰ meat 3 ⁰⁰ ax grease 60	540	
		shars 1 ⁴⁰ Sax 10 Beef 20 S Handed 10	180	
	28	0 ⁰⁰ Sugar 20 board 30 Paid Sugar	30	
		Sax for Hauling Logs 57 ⁵⁰	5750	
		20 Bales Corn 19 ⁵⁰ Steel Blair 41 ⁰⁰	6050	
	1	0 ⁰⁰ P ⁰⁰ Sturdyment for meat	1725	
		Ed Bradley 263 Nails 30 Soda 10	303	
Dec		Sugar 50 Coffee 50 Tob 50	150	
		Sax 20 0 ⁰⁰ Sugar 20 board 50	70	
	6	Jno Blair 50 ⁰⁰ Cheek 49 ⁶²	9962	
		meat 5 ²² Sugar 50 Coffee 50	622	
		pepper 10 Tob 50 Corn 77 ⁵⁰	835	
		mule shars 128 Batts 25 oatmeal 20	178	
		balt 30 Flour 90 Pies 5 Soda 10	135	
	15	E Cornett 6 ⁰⁰ E Cornett 12 ⁵⁰	725	
		Coffee 50 Sugar 50 matches 5	105	
		Tob 80 Sprig 5 oil 35 Sugar 20	140	
		Cartridge 25 Tob 5 Corn 18 ⁵⁰	1875	
		Bed tick 2 ¹⁵ sugar 50 cabbage 39	304	
		Coffee 50 meat 3 ⁹⁰ Jam Caster 10 ⁹⁰	1530	
	19	Cheek 8 ⁰⁰ Cheek 80 ⁵⁰ Cheek 4 ⁵⁰	9400	
	21	Nails 25 Paint 1 ⁵⁰ B Halcumb 5 ⁰⁰	655	
		F Cornett 3 ⁰⁰ shars 10 ⁰⁰ B Stirling 2 ⁵⁰	190	
		Tob 25 Candy 10 Coffee 50	85	
	1903	ax grease 25 Soda 10 Nails 10	45	
	Jan	Stamps 20 ax shars 12 ⁵⁰ Sax 25	170	
		moose hide 50 Tob 50 Corn 19 ⁶⁰	2060	
	3	Candy 10 matches 5 Sugar 50	65	
		Relief 25 Tob 50 shars 10 ⁵⁰	210	
	9	Flour 1 ⁰⁰ R. L. Sax for man team 34 ⁵⁰	3550	
	19	Our shars 1 ¹⁵ Nails 18 Card shirts 40	173	
		Rope 30 Tob 15 M shars 37	72	
		Food 8	370560	

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BOUGHT OF **McLIN, KILBOURN & CO.**

—DEALERS IN—

General Merchandise.Saw Logs...
1903

Country Produce.

		Out Hand	370560	
Jan	24	Feb 25 N & L Oarman 20-	45-	
		Salt 12 Finley Barnett 1,82 Paid	192	
Feb	2	Manure Barnett 1,82 paid Jan	182	
		Boater 14°° Finley Barnett 5,71	1971	
	28	M Barnett 6°° R L Prington 210°°	21600	
		Jan Boater 267°° Jan Boater 214°°	4810	
Mch	9	W M Blair for Tax mth	1351(?)	
1902		Or		
May	14	Hauling 915223 ft.		9133
	16	Wilson Browning		900
		W R Lewis		1480
		Log acct		1110
July	18	Hauling 954642 ft		32785
Sept	15	" 103498 "		62098
	29	Jan P. Boater		5307
Oct	22	Hauling 20827 ft		19020
Nov	29	" K timber		81055
1903				
Jan	1	4 mules and Log Wagon		32500
	29	Hauling 35229 ft		26432
		Jan P. Boater		14000
Mch	31	Balance		114891
			400711	400711
Mch	31	To Balance	114891	
Apr	21	By Jan Boater	105	
		By J. P. Boater & W. R. Lewis		7780
		Balance		107216
			114996	114996
"	22	To Balance	107216	
Sept	9	R M Finley	500	
		CR Prington milling C	1755	
	14	By acct		13000
Oct	20	" Log acct		12250
		" Log acct Hauling in full		35440
		Balance		48781
			109471	109471
Nov	17	Balance due McLin & Co	48781	

600	...
20	...
20	...
60	...
30	...
30	...
35	...
20	...
<hr/>	
1017	

"Exhibit A.-9"

1844 Wm R. Johnson To J. L. Cunningham

		1844		1844		1845	
July	3	To B. R. B. B. B.	2 00		By Hauling	30 5-6	
"	4	" self.	2 00		" "	31 726	95 17
"	4	"	75-		" "	87.329	261 98
"	9	"	35-		" "	199574	597 94
"	13	"	3 00		" "	127610	382 83
"	14	"	45-	July 22	" Hauling Logs		142 00
"	21	"	2 00		" " J. L. P.	148500	445 50
"	21	"	50		" " Logs		266 00
"	21	"	147		" " Cuts 200	74.388	148 77
"	21	"	3 00		" " to J. L. P.		10 78
"	21	"	140		" " J. L. P.		4 47
"	21	"	174		" " B. R. B. B.		10 00
"	21	"	2 50		" " 2 Loads corn		4 30
"	21	"			" " R. B. B. B.		27 12
"	23	"	20 00		" " R. B. B. B.		3 90
"	23	"	3 00		" " Dillard & Graham		47 50
"	23	"	7 45-		" " St. L. Johnson		789 71
"	26	"	1 00		" " Hauling Logs		415 89
"	26	"	1 75-		" "		81
"	29	"	2 00		" " R. B. B. B.		38 68
"	29	"	3 50		" " J. L. P.	16,951	44 07
"	29	"	1 50	Dec 28	" " to J. L. P.		313 56
"	28	"	60		" " Hauling		60 14
Aug	30	"	60		" " Corn & B. B. B.		79 61
July	2	"	1 00		" "		173 47
"	"	"	2 00		" " Hauling corn		20 95-
"	2	"	60		" "	107764	323 24
"	2	"	3 50	1895-	" " R. B. B. B.		169 28
"	3	"	1 12	Jan "	" " Hauling 22500		45 00
"	3	"	2 00				458 52
"	4	"	1 00				
"	7	"	1 87				
"	7	"	50				
"	7	"	17 95-				
"	7	"	2 00				
"	7	"	2 00				
"			98 32				
"			9 10				

Wm R. Johnson
To J. L. Pennington.

1894		Dr.	
To Amt over.		98 32	
Aug	9	"	
	9	"	2 00
	11	"	1 50
	11	"	25-
	11	"	2 12
	11	"	1 50
	11	"	1 50
	13	"	7 75-
	13	"	1 00
	13	"	1 95-
	13	"	2 00
	13	"	45-
	14	"	65-
	14	"	9 00
	15	"	1 25-
	16	"	1 25-
	16	"	6 00
	17	"	1 50
	17	"	53-
	17	"	1 75-
	18	"	6 70
	18	"	1 50
	18	"	50
	18	"	1 00
	18	"	4 00
	18	"	1 50
	18	"	2 80
	22	"	50
	22	"	1 00
	22	"	1 18
	22	"	3 00
	22	"	3 00
	25	"	2 85-
	25	"	3 00
	25	"	1 00
	25	"	16 00
		191 77	195.60

cr

W^m B. Johnson
 To J. L. Cunningham, Dr

1894	To Amt.	Dr	Per.
Aug 25	"	191 77	
" "	"	5 00	
" "	"	1 00	
" "	"	4 00	
" "	"	7 0	
" 28	"	2 00	
" 3	"	1 30	
" 11	"	1 50	
" 31	"	2 50	
" "	" Joseph Witt	46 00	
" "	" Leon	114 00	
Sept 3	"	74 5-	
" 5	"	6 50	
" 5	"	25-	
" 6	"	2 40	
" 7	"	3 00	
" 7	"	1 36	
" 8	"	1 00	
" 8	"	2 00	
" 17	"	25-	
" 17	"	3 50	
" 17	"	3 00	
" 17	"	3 00	
" 24	"	3 00	
" 24	"	19 80	
" 26	"	5 00	
" 26	"	5 00	
" 26	"	2 20	
" 20	"	9 90	
" "	"	8 35-	
Oct 6	"	7 00	
" "	"	13 80	
" "	"	3 50	
" "	"	9 00	
" "	"	25 75-	
" "	"	2 00	
" "	"	1 50	
		507 8	

M^{rs} R. Johnson
Do J. L. Pennington

	To Hunt over	5-07 38
Oct 21	" Leather	1 94
Sept 1	"	2 18
	15 S. Wash.	2 00
		5-13 50
	M ^{rs} Parram	152 15-
	M ^{rs} Pennington	11 70
	Joe Hamilton	49 93
	H. J. Russell	23 93
	A. H. M ^{rs}	88 47
	J. D. Jackson	39 35-
	J. H. Smith	29 39
	J. D. Parsons	21 65-
	A. R. Surquar	40 56
	H. Turner -	24 32
	H. J. Russell	24 99
	Levi Topier	57 88
	A. Stewart	41 20
	H. Coffman	74 10
	M. D. Jones	6 30
	Don Smith	2 25-
	M. R. Liley	82 60
	G. N. W.	25 60
	James Carter	29 54
	J. D. Parsons	59 09
⁹³⁻ Aug 25-	To Sept 16.	54 09
Sept 18	" Oct 18	61 73
Oct 18	" Nov. 27	55 13
Nov 13	" Dec. 25-	57 53
	Sawney	325 44
	J. d. Haining	70 00
	1 H. S. Morgan	85 00
Dec 27	to Jan 13	78 25-
⁹⁴ Jan 15	" Feb 1	60 48
Feb 4	" " 24	62 21
" 26	" May 10-	131 78

Wm R. Johnson
To J. D. Pennington

		Dr		Cr	
Nov.	3	To Mckoun	1481 40		
"	"	"	3 00		
		" Lark Carter	1 00		
		" Stearns	23 00		
		" N. & J. D. Pennington	166 78		
		" Sally	50		
		" Horns & Cows	1 00		
		"	22 97		
		" S. D. Carter	14 00		
Nov.		" Br Mules	225 00		
		" 1 mule	65 37 1/2		
		" 1 "	66 37 1/2		
		" Beef	68		
			2070 08		
		Mules & Horses	900 00		
			2970 08		

94 M^{rs} R. Johnson To J. L. Penneyton

			513 5-0						
July	26	Team	8 5-0						
Mar	29	To Act to April 4-	125 92						
Apr	14	" " " " 28	94 97						
		" Hay	1 80						
		" Corn at 2.24 P.	9 00						
"	28	" Act to May 7	115 62						
May	8	" " " " 19	52 72						
"	19	" " " June	63 74						
June	5-	" " " " 15-	71 67						
"	16	" " " " 25-	41 28						
"		" 1 Load corn	11 42						
		" " "	12 20						
July	10.15-	" Act	165 5-8						
		" Motoring Road	27 50						
		" H. O. Jordan	160 00						
		" note on J. Sully	35 00						
		" note	16 66						
		" order	8 5-7						
		" McKean Road	5 00						
Oct	13	" J. C. Vase	13 05						
"	"	" order	4 00						
"	13	" Barrett	2 00						
"	16	" order	1 40						
"	16	" "	5-0						
"	18	" Thomas	2 00						
"	19	" order	1 00						
"	19-	" order	2 50						
"	19	" order	7 00						
"	23	" J. S. Lee	2 00						
"	23	" Sully	2 50						
"	24	" Self.	2 50						
"	24	" S. M. Johnson	75-						
"	27	" order	3 00						
"	27	" "	5-0						
"	29	" "	7 00						
"	29	" "	2 50						
Nov	2	" —	3 00						
			1481 40						

1894		
May 10	to May 28	96 75-
	M. L. Parman	29 50
	Geo. Wollinger	118 00
	1 Hay Stacks	16 50
	Conitools	23 75-

Account.
Filed with
J. L. Pennington
Depositions,

At the ...

Due to ...	81	50
are day and night work		
Rail making	85	40
penclings with days	48	00
fore days and ...		
in mill	43	27 1/2
getheringe corn three fourths		
of a day		37 1/2
	13	65

bread for ...
 one more too months 3 00
 or one Bushel of Wheat 3 75

136 5-
 37 5-
 174 0

Leharley 000
Act

172
4
307

NOTICE.
oooooooooooo

J.C.Jessie, Admr. of the Estate of M.C.Parsons, Complt.,
vs. In Chancery.
W.R.Johnson, Sallie Johnson, Floyd Day, J.B.McLin, Jr.,
W.K.Kilbourn and Geo.P.Cridlin, Trustees, Defendants.

At a Circuit Court continued and held for Lee county ^{at} the court-
house thereof, on Friday Nov.14, 1902, the following, among other
things, was decreed:-

--EXTRACT FROM DECREE--

*****And upon motion of the said complainants, it is adjudg-
ed, ordered and decreed that A.M.Goins, who is hereby appointed a
special commissioner for the purpose, will, after having given the
resident parties and their attorneys 5 days notice of the time and
place of sitting, proceed to ascertain and report the several liens
against the said lands, and whether or not the same will rent for
a sum sufficient to pay the judgment liens in five years, exclusive
of other liens; he will also report their several priorities, and
whether or not there has been any payments made on the deed of trust
set out in the plaintiff's bill; and he will report any other matter
deemed pertinent by himself or specially required by any party in
interest.*****

A Copy, Teste:, Clerk.

COMMISSIONER'S REPORT.

The parties interested in the decree from which the foregoing
is an extract, will take notice that, on December 1st, 1902, at my
office in the town of Jonesville, I shall proceed to execute the same,
when and where they are required to attend, with such books, papers,
vouchers, and evidence as will enable me to comply with the order
of the court. This DNE Nov. 24th, 1902.

A. M. Goins
.....

Special Commissioner.

NOTICE.
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J.C. Jeece, Admr. of the Estate of M.C. Parsons, Compt.,
vs. In Chancery.
W.B. Johnson, Sallie Johnson, Floyd Day, J.B. Robin, Jr.,
W.E. Kilbourn and Geo. P. Cridlin, Trustees. Defendants.

At a Circuit Court continued and held for Lee County ^{at} the court-
house thereof, on Friday Nov. 14, 1902, the following, among other
things, was decreed:-

--EXTRACT FROM DECREE--

*****And upon motion of the said complainants it is adjuged,
ordered and decreed that A.M. Going, who is hereby appointed a
special commissioner for the purpose, will, after having given the
resident parties and their attorneys 5 days notice of the time and
place of sitting, proceed to ascertain and report the several liens
against the said lands, and whether or not the same will rent for
a sum sufficient to pay the judgment liens in five years, exclusive
of other liens; he will also report their several priorities, and
whether or not there has been any payments made on the said or trust
set out in the plaintiff's bill; and he will report any other matter
deemed pertinent by himself or specially required by any party in
interest.*****

A copy, Teste: Clerk.

COMMISSIONER'S REPORT.

The parties interested in the decree from which the foregoing
is an extract, will take notice that, on December 1st, 1902, at my
office in the town of Jonesville, I shall proceed to execute the same,
when and where they are required to attend, with such books, papers,
vouchers, and evidence as will enable me to comply with the order
of the court. This IXX Nov. 24th, 1902.

A. M. Going

.....
Special Commissioner.

L-A-N-E- S A L-E-

J. C. JESSEE, ADMR. Ec. - - - - - Plaintiff.

Vs. In Chancery.

W. R. JOHNSTON ET AL - - - - - Defendants.

Pursuant to a decree rendered by the Circuit Court of Lee County, Virginia, at day May term, 1906, in the above styled cause, the undersigned will, at public outcry, at the front door of the Courthouse of said County on the 20th day of August, 1906, proceed to sell, to the highest bidder, the following described real estate, to-wit:

1st. A tract of land lying in the Pocket in Lee County, Virginia, on the waters of Big Branch, and being the same tract of land which was conveyed to W.R. Johnston by W.D. Ross and wife, and by deed dated the 13th day of November, 1899, by E.L. Pennington, Special Commissioner to Sallie Johnston, containing by estimation 107 acres.

2nd. A tract of land lying in said Pocket County in Lee County Virginia, on Straight Creek and Big Branch, containing about 40 acres, and being a part of the Campbell Johnston tract of land, and showing no bona fide claim of the defendants. There is, however, to be excepted from this tract of land a small parcel of about one-half acre which has heretofore been sold and conveyed by said W.R. Johnston and wife to Mrs. T.E. Wax.

Both of said tracts of land will be sold by the boundary and not by acre; and reference is here made to the title papers of said W.R. and Sallie Johnston for a more complete and particular description of said lands.

Said sale will be made at the risk of Mrs. Sallie Johnston, former purchaser of said lands, and A.W. Pennington and T.C. Johnston, who are in on her purchase money notes, this being a re-sale on account of their non-compliance with the terms of the original sale.

Terms of Sale: One-half of purchase price to be paid in cash on day of sale, the residue on a credit of six months, with interest from date of sale, said deferred payment to be secured by note and mortgage on said land with good security.
This July 10th, 1906.

Robert L. Pennington
John C. Johnston

This agreement made and entered into this the 24th day of May 1899 by and between J. H. Johnson and W. P. Johnson of Heron County Ky. parties of the first part and McLin, Billman & Co., of Letcher County Ky. parties of the second part.

Witnesseth, that for and in consideration of the premises herein after stated the said parties of the first part here this day agreed and hereby bind themselves to have and deliver in Line Fork, in good shape for floating the following described lots or bandones of Poplar Enomble Oak and Walnut trees viz:

First, all of the trees on Bear Branch of Line Fork bought by St. Hermann and branded H.H..

Second all of the trees on S. W. Cornetts land bought by St. Hermann of said Cornetts and branded H.H..

Third all of the trees bought by John D White of said S.W. Cornetts and branded J.D.W. - It is understood however that the John D White trees have not yet been bought by second parties and first parties ^{are} not to have any of the said White trees until they have first received notice from second parties to do so

The aggregate number of trees embraced in said three lots being about Eleven hundred or about 3500 logs all of which logs said first parties agree and bind themselves to deliver in Line Park as above stated

First parties further bind themselves to paint all of said logs with the Hummer Saw Mill Co's float brand and to belt each log about two feet from one end.

First parties also bind themselves to leave no merchantable logs in the wood which are sixteen inches and upward in diameter at the small end and normal way of the log, but are to haul and place all of same in Line Park as herein above stated

Also, first parties bind themselves to commence said work on or about May 20th/99 and to put on said work the necessary men and teams to complete same by July 1st/99 1900 and in case first parties should, at any time abandon said work or fail or report to work sufficient men and teams to complete same within the time herein specified second parties reserve the right to take charge of said work and employ

and put on the necessary men and teams to complete same by July the first 1899 all of which work shall be done at first parties expense. First parties also bind themselves to pay any or all damage which second parties may sustain by reason of ^{their} failure or refusal to complete this contract within the time herein specified.

For and in consideration of said work and labor second parties agree and bind themselves to pay first parties Five (\$5.00) Dollars per one thousand feet for hauling and placing in Line Fall the logs on Bear Branch and Three (\$3.00) per one thousand feet for all of the buoys of the logs, herein described, so delivered - All logs hauled out as herein stated are to be measured up and paid for in the month of July 1899 and all logs so hauled out are to be measured up and paid for about each thirty days thereafter. It is agreed, however, that the measurements of the Hermann Sero Mill Co. are to be taken as the basis of Settlement for hauling said logs.

First parties are to use due diligence in the prosecution and completion of said work and in case said work is not completed by

Delay first 1400 by reason of sickness or
death or unavoidable calamities they are
to be released from service and given
further time in which to complete said
work

J H Johnston
W J Johnston
McLinn, Willbourn & Co.

W Johnston

W Johnston

W Johnston

Exhibit A-1

- a w

W Johnston

This writing witnesseth that whereas
J. H. Johnson and W. J. Johnson have this
day contracted to haul to certain lot of Poplar
timber and Oak trees, on Line Road, for
McKim, Kilbourn & Co. and whereas said
McKim, Kilbourn & Co. have agreed to assist
said Johnson in buying said timber, &c. &c.
to be used in said work, but it is
expressly agreed and understood
however that said J. H. & W. J. Johnson
are to secure said McKim, Kilbourn & Co.
for such contract and any other
indebtedness which may be created by
them, by mortgage in such way as
&c. &c. and we can hold this
very at the time.

J. H. Johnson
W. J. Johnson
McKim, Kilbourn & Co.

"Exhibit A-2"

\$1200⁰⁰

Albion 12th 1900

One day after date we promise to pay to
the order of M. L. Nibbenn 5 Ba
Twelve hundred and no 1000000000 Dollars

at

Value received

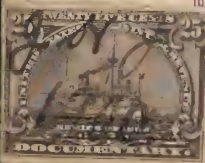
To

Due Jan 1st 1901

J. H. Johnston
W. J. Johnston



"Exhibit a-3"



Know all Men by these Presents:

That *J. M. Johnson and W. F. Johnson*

in consideration of *Twelve hundred (\$1200.00) Dollars*

to *them* paid have sold, and by these presents do convey unto

McKin, Kilbourn & Co.

their legal representatives and assigns

the following described personal property, to-wit:

Eight yoke or pair of work oxen together with yokes, chains, snags &c. three yoke of them known as the W. F. Duff oxen, all Delaware and about seven years old, five of them red and one red and white spotted. Three other yoke known as the Belcher oxen, three of said oxen about ten years old and all roan the other three of said oxen about seven years old, two of them roan and one dark brown. One yoke of oxen known as the W. F. Johnson's cattle, about seven years old, one red and the other red and white spotted one other yoke of said oxen known as the Gipe oxen about seven years old, one white and the other brindle.

Also, four mules and gearing, two of said mules are black these mules (Gipe & Belcher) about ten years old and known as the Belcher mules. The other two of said mules are also black and known as the Bill Dugle or McKin/Kilbourn & Co. mules. Also, two log wagons new on Race Branch of Line Road and in the possession of W. F. Johnson

The grantors covenanting to and with the grantees ~~and~~ legal representatives and assigns, that the title to all said property is Free, Clear, and Unincumbered

To Have and Hold the same unto McKin, Kilbuck & Co
then

legal representatives and assigns forever:

Provided, nevertheless, that a note for Twelve hundred dollars
(\$1200.00) signed by J. H. Johnson and W. F. Johnson
in favor of McKin, Kilbuck & Co. bearing date
Apr. 12, 1900, is filed in full.

then this Mortgage to be void.

Witness the hands ^{and seals} of the grantor this 13. day of April 1900

J H Johnson

W F Johnson (Seal)

(Seal)

Virginia Lee County, To, Wit:

I B.M. Morgan Clerk of the county court of Lee County in the state of Virginia, do certify that J. H. Johnson whose name is signed to the writing above bearing date on the 13th day of April 1900, has acknowledged the same before me in my county aforesaid.

Given under my hand this the 13th day of April 1900.

B. M. Morgan Clerk

State of Kentucky }
County of Letcher } Sct.

I R. B. Butty Clerk of the Letcher County
in and for said County and State, do certify
that the foregoing instrument of writing from J. H. Johnston
to Mrs. M. Johnston
was this day produced to me by the parties, in said County and State, and then
and there acknowledged by said J. H. Johnston

to be his act and deed. ~~And the contents and effect of the instrument~~
~~being explained by me to said~~
~~wife of said~~

~~separate and apart from~~ husband, ~~thereupon declared~~
~~that~~ did freely and voluntarily execute and deliver the same to be
act and deed, and consented that the same might be recorded.

Given under my hand and seal of office, this 17 day of
April 1890.



INSTRUCTIONS:—The acknowledgment out of Kentucky, and within the United States, must be before and certified under his seal of office by the Clerk of a Court, or his Deputy, or by a Notary Public, Mayor of a city, or Secretary of State, or Commissioner of Deeds for Kentucky, or by a Judge, under the seal of his court. The officer should state his official character in his certificate. No other certificate but the one is required.

State of Kentucky }
County of Letcher } Sct.
I R. B. Butty Clerk of the Letcher
County Court certify that the fore-
going Mortgage was this day
produced to me duly stamped
with a 25-cents Int Rev Doc
Stamp and lodged to be and is
with this and the foregoing cer-
tificate duly recorded in my Office.
Given under my hand this 30th
day of April 1900.
R. B. Butty Clerk

Commonwealth of Kentucky, }
Sct.
COUNTY.

I, _____ Clerk of the
County Court, for the county aforesaid, do hereby certify that this instrument of
writing from _____
to _____
was, on the _____ day of _____ 18 _____ presented to me in my office
by said Grantor _____
and acknowledged by _____ to be _____ act and deed.

Whereupon the same _____ and
this certificate are duly admitted to record in my office.

Given under my hand this _____ day of _____ in the year 18 _____

Clerk.

By _____

D. C.

Virginia, Lee County to wit;
In the Office of the Clerk of the County
Court for said County, the 11th day of June 1900.
This mortgage was presented and together
with the certificates thereto annexed, admit-
ted to record at 9:15 A. M.
At Test: B. M. Morgan Clerk

Chattel Mortgage.

FROM

J. H. Johnson

W. H. Johnson

TO

McKin, Bilbrey & Co

Acknowledged

Recorded in Deed Book

No. 36 page 265

Exchanged June 11th, 1900

Left for Record

Recorded in Mortgage Book No. 2

Page 404

Tax

.50

Fee

1.00

Register Fee

.10

\$1.60

THE ROBERT CLARKE COMPANY,
Law Publishers, Booksellers, Stationers and Printers, Cincinnati, O.

Day \$1.20

Clerk \$1.20

2.43

Exhibit A-4

$$\begin{array}{r} 75- \\ 225- \\ \hline 3- \end{array}$$

Know all Men by these Presents:

That *Mrs R Johnson*

in consideration of *Two hundred and twenty five (\$225) Dollars*

to *him* paid has sold, and by these presents does convey unto

McLir Kilbourn & Co

their legal representatives and assigns

the following described personal property, to-wit:

Two horses known as the George Middleton horses one of them bay about ten years old and the other one sorrel about nine years old

Also one three rich Studybaker road wagon known as the McLir Kilbourn & Co wagon

The grantor covenanting to and with the grantees Their legal representatives and assigns, that the title to all said property is Free, Clear, and Unincumbered

To Have and Hold the same unto McLir Kilbann & Co. Their

legal representatives and assigns forever:

Provided, nevertheless, that a note of Twelve hundred Dollars (\$1200⁰⁰) executed by J. H. Johnson and W. J. Johnson in favor of McLir Kilbann & Co. is satisfied in full together with any other amounts which said Johnson may owe said McLir Kilbann & Co. for Car Work & advanced on log jobs.

It being under stood that the property described in this mortgage is taken in exchange for two mules described in mortgage dated Sept. 13th 1890

then this Mortgage to be void.

Witness the hand of the grantor this 14 day of November 1890.

John H. Kilbann

State of Kentucky }
County of Butcher } Not.

I John R. Johnston
in and for said County and State, do certify
that the foregoing instrument of writing from Wm. R. Johnston

to Mrs. J. M. Johnston
was this day produced to me by the parties, in said County and State, and then
and there acknowledged by said Wm. R. Johnston

to be his act and deed. And the contents and effect of the instrument
being explained by me to said Mrs. J. M. Johnston
wife of said Wm. R. Johnston

separate and apart from her husband, thereupon declared
that she did freely and voluntarily execute and deliver the same to be
act and deed, and consented that the same might be recorded.

Given under my hand and seal of office, this 14 day of
December 1890.



INSTRUCTIONS:—The acknowledgment out of Kentucky, and within the United States, must be before and certified under his seal of office by the Clerk of a Court, or his Deputy, or by a Notary Public, Mayor of a city, or Secretary of State, or Commissioner of Deeds for Kentucky, or by a Judge, under the seal of his court. The officer should state his official character in his certificate. No other certificate but the one is required.

State of Kentucky }
County of Butcher }
I John R. Johnston Clerk of the Butcher
County Court certify that the foregoing
Mortgage was this day lodged
to me and is with this and the
foregoing certificate duly recorded in
my office.
Given under my hand this 27th
day of Dec 1900.

John R. Johnston Clerk

Exhibit A-5

Chattel Mortgage.

FROM

Wm R Johnson

TO

McKin Kilbourn Co

Acknowledged

Left for Record

Recorded in Mortgage Book No. 2

Page 463

Tax Paid .50

Fee 1.00

Total \$1.50

THE ROBERT CLARKE COMPANY,
Law Publishers, Booksellers, Stationers and Printers, Cincinnati, O.

Commonwealth of Kentucky,
COUNTY, }
St.

I, _____ Clerk of the

County Court, for the county aforesaid, do hereby certify that this instrument of writing from _____

to _____ was, on the _____ day of _____ 18 _____ presented to me in my office

by said Grantor _____ and acknowledged by _____ to be _____ act and deed.

Whereupon the same _____ and _____

this certificate are duly admitted to record in my office.

Given under my hand this _____ day of _____ in the year 18 _____

Clerk.

By _____ D. C.

\$99.52

Six Months after date we promise to
pay to the order of Robt L. Pennington Comr.

Ninety Nine & 52/100 Dollars,
with interest at 6 per cent. from date, for value received, and we hereby waive the
benefit of ~~homestead~~ exemption as to this obligation.

Witness our hand and seal this 1st day of July 1902

Me
Witness

Due July 17, 1902
B. M. Barnett

Sallix Johnston (U.S.)
M. L. Helboeck & Co. (U.S.)
by C. F. Thompson atty

¹¹Exhibit A-C"



\$99.52

I, William J. Johnston, after date we promise to
pay to the order of Robert L. Barnard 100

100 Dollars,

with interest at 6 per cent. from date, for value received, and we hereby waive the
benefit of any law or laws in relation to this obligation.

Witness our hand and seal this 14th day of July 1902.

No. 100 Witness Due 14th day of July 1902.

B. H. Barnard for Robert L. Barnard 100
William J. Johnston (L.S.)
McLure Kilbourn & Co (L.S.)
by W. L. Barnard Att'y
in fact.





\$99.53

Eighteen months after date *we* promise to
pay to the order of *W. H. Beaumont, Comr.*

Ninety Nine Dollars,

with interest at *Five* per cent from date, for value received, and *we* hereby waive the
benefit of *any* exemption as to this obligation.

Witness our hand and seal this *17th* day of *July* 1902

No. Witness *B. M. Barnett*

Sallie Johnston
W. H. Beaumont
By C. E. [unclear]

Exhibit A-8

Virginia,

At a circuit court continued and held for Lee County at the Court house thereof on Friday November the 14th 1902.

J. C. Jessee Admr.----- Plaintiff

vs.

In chancery

W. R. Johnston et als

Defendants

This cause came on this day to be heard upon the papers formerly read therein, and the amended bill of the complainant filed at rules and it appearing to the Court that all the said defendants except Geo. P. Gridlin Trustee, are non-residents and that an order of publication has been duly made posted and published as the law requires for said non-residents and that the said Geo. P. Gridlin has been served with process for fifteen days previous to this term of the Court and all the said defendants failing to appear plead or answer the said amended bill of the said complainant is taken for confessed. And upon motion of the said Complainant it is adjudged ordered and decreed that A. M. Goins who is hereby appointed a Special Commissioner for the purpose will after having given the resident defendants and their attorneys five days notice of the time and place of his sitting proceed to ascertain and report the several liens against the said lands and whether or not the said lands will rent for a sum sufficient to pay the judgment liens in 5 years exclusive of other liens; against the said lands; he will also report their several priorities and whether or not there have been any payments made on the deed of trust set out in the plaintiff's bill and he will report any other matter deemed pertinent by himself or required by any party in interest; and this cause is continued

A Copy,

Teste:----- A. B. Mursey Clerk.

J.C. Jesse Admr.
vs. Copy of Deed
W.R. Johnston et als

Executed Nov 28th 1902
by delivering a true copy
of the within to
A.M. Gavis. Atty
W.J. Milburn
J.C.

Copy for
A.M. Gavis

J. C. Jessee aduer
vs. J. Du Chy

W. R. Johnson et al

Exhibits filed
with answer

McLure, Kilbourn &c.

To the Sheriff or any other legal Officer of Lee County:

I command you to summon A. Johnson to appear before me at Jonesville on Tuesday, May the 5th 1896, to testify and the truth to speak in behalf of W.R. Johnston, in a matter pending before me as Commissioner in the Chancery cause now pending in the Circuit Court of Lee County of H.J. Russell et als, Administrators of M.C. Parsons deceased Vs W.R. Johnston et als defendants, and you will require the said A. Johnson to bring with him his books in which he kept the accounts of the said W.R. Johnston for hauling logs and lumber for said Parsons Given under my hand this the 4th day of May 1896.

J. C. Noel Commissioner
in Chcy cause of Russell et als Vs &c.

Duncan & Byatt,
Attorneys at Law,
Jonesville, Virginia.

C. T. Duncan.
L. T. Hyatt.

Handwritten notes on lined paper, including a vertical line and various scribbles and numbers.

Extract from Decree agreed to among
the parties concerned.

Russell and Jesse Adams & Compts.
vs John L. Pennington.
Wm Johnson et al Defts.

Extract from Decree.

And by consent of the parties herein,
it is further adjudged, ordered and
decreed that John L. Noel who is
hereby appointed a special com. for the
purpose will, after giving all parties
herein or their attorneys ten days
notice of the time and place of his
sitting will take, state and audit
the account of said Wm Johnson
and Sallie Johnston with said estate
[M. L. Parsons] also he will at the same
time and place ascertain and report
the amount of the lien and its character
and time of procuring the same of J
L. Pennington on said mules and wagon
on which he claims to have a lien. And
the said Noel will report his action
to court until which time this case
is continued. We have agreed to the above
decree.

J. L. Pennington
J. L. Jesse
Wm R. Johnston

Commissioners Notice.

Pennington & Co Va April 20 1896.

The parties interested in the decree

from which the foregoing is an extract -
will take notice that on the first-day
of May 1896. at the office of E. W. Pennington
in the town of ~~Pittsboro~~ ^{of Longueville} N.C. I shall
proceed to execute the same, when and
where they are required to attend, with
such books, papers, vouchers and
evidence as will enable me to comply
with the order.

J. L. Noel Special Commissioner

Legal services of
the within is a C.
accepted by
H. W. Pennington
H. W. Pennington
Resident of
Longueville N.C.
for J. L. Noel
J. L. Noel

Commonwealth of Virginia, Lee County Court:
To Tabino Hughes Constable of said County:
You are hereby commanded to summon
S. N. Johnson, J. J. Newman and Harvey
Newman to appear before me at the office
of Pennington Bro in Jonesville in said
County on the first day of May 1896 at
9 o'clock A. M. to give evidence in behalf
of Russell & Jesse Adams in account
to be taken then and there before me
a Special Commissioner; appointed to take
~~the~~ in which Russell & Jesse Adams
are plaintiffs and W^m R. Johnson
and Sallie Johnson are defendants.
Given under my hand this 30 day of
April 1896.

J. B. Noel (Special Commr)

Executed on
April 30th by
summoning the
within named
witnesses. This
April, 30/96.

Julius Hay C. & Co.

In the Clerk's Office of the Circuit Court of the County of
Lee on the 24th day of September 1892.

against J. B. Jesse Adm^r & c. Plaintiff

In Chancery

M. R. Johnston et als Defendant S.

The object of this suit is to enforce the judgment lien of the plaintiff
against the lands of Sallie Johnston

And an affidavit having been made and filed that the defendant S. J. B. McLin, Jr. Floyd Day
and M. R. Kilburn
are not residents of the State of Virginia, it is ordered that they do appear here within fifteen days
after due publication hereof, and do what may be necessary to protect their interest in this suit. And
it is further ordered that a copy hereof, be published once a week for four weeks in the South West
Virginian, and that a copy be posted at the front door of the court-house of this County
on the first day of the next term of the Circuit Court.

A copy—Teste:

Pennington Brothers p. q.

A. B. Munnsey Clerk.

J. B. Jesse Admr

vs. }

ORDER OF
PUBLICATION.

W. R. Johnston et al.

VIRGINIA, Lee County to-wit;

I A.B. Munsey Clerk of the Circuit Court for Lee County do hereby
certify that I posted a true copy of the within order of publica-
tion at the front door of the Court-house of Lee County on the first
day of the October term of the County Court of said County.

Given under my hand this the day of October 1902.

A. B. Munsey Clerk.

In the Clerk's Office of the Circuit Court of the County of
Lee

against J. L. Jesse Adm'r &c

Plaintiff

in Chancery

W. R. Johnston et al

Defendants

This day R. L. Pennington personally appeared
before me A. B. Munsey Clerk of the said Court,

and being duly sworn, made oath that W. R. Johnston and Sallie Johnston

defendants in the said suit are not residents of the State of Virginia,

Given under my hand as Clerk of the said Court, this 29th day of September 1902.

A. B. Munsey Clerk

J. L. Jesse Admr

vs. {

AFFIDAVIT FOR ORDER
OF
PUBLICATION.

W. R. Johnston et al

Perrington Broop. g.

Filed Sept 29th 1902

A. B. Munsey Clerk

In the Clerk's Office of the Circuit Court of the County of
Lee

J. B. Jessee Adm'r &c
against

Plaintiff

In Chancery

M. R. Johnston et als

Defendants

This day R. L. Pennington personally appeared
before me A. B. Munsey Clerk of the said Court,
and being duly sworn, made oath that J. B. McLean Jr. Floyd Day
and M. K. Kilburn

defendants in the said suit are not residents of the State of Virginia,

Given under my hand as Clerk of the said Court, this 24th day of September 1903

A. B. Munsey Clerk

J. L. Jessee Adm'r

vs.

}

AFFIDAVIT FOR ORDER
OF
PUBLICATION.

W. R. Johnson et al

Pennington Bros p. q.

Filed Sept 24th 1902

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon *W. R. Johnston, Sallie Johnston,*
J. B. McLin, Jr., Floyd Day and W. K. Kilburn
George P. Cridline Trustee

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the *3^d* Monday in *October*, 190*2*, to answer a bill in chancery exhibited against *Them* in our said court by *J. L. Jessee Admr of the estate of M. L. Parsons*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the *24th* day of *September*, 190*2*, and in the *127th* year of the Commonwealth.

A. B. Munsey, Clerk.

vs. { SUBPOENA
 { IN CHANCERY.

p. q.

To Rules.

..... Court.

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon W. R. Johnston
Sallie Johnston, J. B. McLin, Jr., Floyd Day
and W. K. Kilburn. George C. Kendrick - Trustee.

to appear at the Clerk's office of the Circuit Court of the County of Lee, at rules to be held for the said court, on the 3^d Monday in October 1902, to answer a bill in chancery exhibited against them in our said court by J. L. Jesse Admr of the estate of M. L. Parsons

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the 24th day of September, 1902, and in the 12^{7th} year of the Commonwealth.

A. B. Munsey, Clerk.

J. B. Jessee Admoe

vs. }

SUBPOENA
IN CHANCERY.

W. R. Johnston et al

Pennington Bros p. q.

To 2nd October Rules.

1902. Circuit Court.

Executed Oct 8 - 1902
by delivery of true copy
of the within to
the George P Briden
Trusted D. B. Rynston D. S.
for W. J. Mithun
S. L. C.

CERTIFICATE OF
ORDER OF PUBLICATION.

We, C. S. Cox and C. R. Sprinkle,
Editors of the SOUTHWEST VIRGINIAN,
a weekly newspaper published at Jones-
ville, Lee county, Virginia, do hereby
certify that the annexed notice was
published in said paper once a week
for four successive weeks, commenc-
ing on the 25th day of

September 1902.

C. S. Cox
C. R. Sprinkle

EDITORS.

FEE, \$ 5.60.

Order Of Publication

VIRGINIA—In the Clerk's Office of the
Circuit Court of the County of Lee on
the 24th day of September 1902.

J. C. Jessee Admr. &c. Plff. } IN CH'Y.
vs. }
W. R. Johnston, et als, }
Def'ts.

The object of this suit is to enforce the
judgment lien of the plaintiff against the
lands of Sallie Johnston. And an affida-
vit having been made and filed that the
defendants, J. B. McLin Jr., Floyd Day
W. R. Johnston, Sallie Johnston,
and W. K. Kilburn are not residents of
the state of Virginia, it is ordered that
they do appear here within fifteen days
after due publication hereof, and do what
may be necessary to protect their inter-
est in this suit. And it is further or-
dered that a copy hereof be publis'ed
once a week for four weeks in the
Southwest Virginian, and that a copy be
posted at the front door of the court
house of this County on the first day of the
next term of the County Court.

A copy—Teste:

A. B. MUNSEY, Clerk.

Pennington Bros. p. q.

4 9 25 02

J. C. Jesse Admr &c.
vs. } Du Cley.

W. R. Johnson et al

1
H. V. Johnson & Co

Plff's.

Costs on amended bill.

Munsey clerk	\$9.45 pd
Atty	15.00 pd
Ewing. clk	3.96 pd
Printer	5.60 pd
Commr.	27.00 pd
Co. Clerk	1.60 pd
Sheriff	.50 pd
Estimated	10.
	<hr/>
	\$73.11

Clerk	\$5.83
Shff.	1.50
	<hr/>
	\$7.33